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6 Attorney for Defendant
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 CHURCH OF SCIENTOLOGY)
11 OF CALIFORNIA)
12 Plaintiff,)

13 vs.)

14 GERALD ARMSTRONG, ET AL)
15 Defendant.)

CASE NO. C 420153

16) NOTICE OF MOTION
17) FOR AN ORDER
18) THAT PLAINTIFFS
19) RETURN TO THE COURT
20) AND/OR MAKE AVAILABLE
21) FOR INSPECTING AND
22) COPYING ALL EXHIBITS
23) AND OTHER DOCUMENTS
24) REMOVED FROM THE HEREIN
25) FILE; AND AN ORDER TO
26) ALLOW COPYING AND
27) INSPECTION OF EXHIBITS
28) 500-5K, 500-5L, 500-50,
500-5P, 500-60; SANCTIONS
AGAINST PLAINTIFFS AND
THEIR COUNSEL

22 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

23 PLEASE TAKE NOTICE that on February 21, 1989, in DEPT 56 of the
24 above entitled court, located at 111 N. Hill St., Los Angeles,
25 Calif., at 9a.m. or as soon thereafter as the matter may be
26 heard, Plaintiff will move the court for an order that Plaintiffs
27 return to the court and/or make available for inspecting and
28 copying all exhibits and other documents removed from the herein

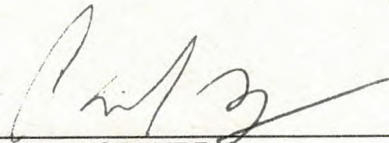
copying all exhibits and other documents removed from the herein file, and an order to allow copying and inspection of exhibits 500-5K, 500-5L, 500-50, 500-5P, 500-60; sanctions against Plaintiffs and their counsel.

Said motion shall be based upon the attached declaration(s), points and authorities, the file, and such evidence and argument to be given.

Respectfully Submitted,

DATE:

1-26-89



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6 Attorney for Defendant
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 CHURCH OF SCIENTOLOGY)
11 OF CALIFORNIA)
12 Plaintiff,)

13 vs.)

14 GERALD ARMSTRONG, ET AL)
15 Defendant.)

CASE NO. C 420153

POINTS & AUTHORITIES FOR
NOTICE OF MOTION
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FILE; AND AN ORDER TO
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INSPECTION OF EXHIBITS
500-5K, 500-5L, 500-50,
500-5P, 500-60; SANCTIONS
AGAINST PLAINTIFFS AND
THEIR COUNSEL

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POINTS AND AUTHORITIES

I. MISSING EXHIBITS
A. INTRODUCTION

1. Attached as Exh. A hereto is a "Stipulation for Return of Sealed Materials and Exhibits" signed by all parties and filed on December 11, 1986 allowing all documents turned over to the court and all documents and items entered into evidence or marked for identification to be released to the Church of Scientology of California or its attorney of record.

2. Based upon said stipulation, the court ordered compliance except for certain exhibits subpoenaed by the United States (Exh. B).

3. This was pursuant to a joint stipulation of dismissal and order of dismissal collectively marked as Exh. C.

4. Exh. C refers to dismissal of the cross complaint and a "mutual release of all claims in the settlement agreement."

5. What is important to note is that the exhibits and documents were offered into evidence in trial of the complaint.

6. Of interest, the settlement agreement was supposed to be filed with the court under seal, but a later telephone call resulted in a minute order that Plaintiffs had not complied with the same, and additional release of exhibits was withheld (Exh. D collectively).

7. Receipts for Exhibits showing the same had been turned over to attorneys John Peterson and Timothy Bowles, and other Scientology counsel are collectively marked as Exh. E.

8. Plaintiffs then tried to set aside the judgment on the complaint by stipulation (Exh. F) but the same was denied by the court (Exh. G).

1 9. After Judge Breckenridge allowed the return of the
2 exhibits and documents pursuant to stipulation and settlement of
3 the parties¹ a Notice of Appeal was filed by Plaintiffs on
4 February 9, 1987. Said Appeal states "...it is appealing the
5 judgment herein filed on August 10, 1984...only from so much of
6 these orders and judgment which denied damages to Plaintiff and
7 Plaintiff Intervenor on their complaints..." (Exh. I).

8 10. Recently, Plaintiffs have filed a writ with the
9 Appellate Court seeking stay of orders of this court allowing
10 inspection of the file by Intervenor Corydon. In the Motion to
11 allow inspection, one of the grounds Mr. Corydon had argued was
12 that the judgment in the herein case on the complaint would have
13 collateral estoppel effect with his Church of Scientology related
14 litigation. In the writ, Plaintiffs argued there would be no
15 collateral estoppel effect because an appeal was pending (Exh.
16 J).

17
18 B. EXHIBITS MAY NOT BE REMOVED FROM A COURT FILE
 WHILE APPEAL IS PENDING

19 11. CCP 1952.2 states that when a judgment becomes
20 final...unless an appeal is pending, the court...may order the
21 clerk to return all of the exhibits and depositions introduced or
22 filed in the trial of a civil action...to the attorneys for the
23 parties.

24 12. CCP 1952.3 allows the court to destroy documents or
25 dispose of any exhibit "if appeal has not been taken from a
26 _____"

27 ¹ While the settlement agreement was ordered to be filed
28 with the court, it is not in the court file. We attach as Exh. H
of a copy of the settlement which may have led Judge Breckenridge
to conclude that all actions, complaint, and cross complaint were
settled.

1 decision of the court."

2 13. The latter only allows the same to occur after five
3 years after judgment has become "final." If the file is sealed
4 an additional two years is added.

5 14. It is a crime under Government Code 6201 to take public
6 records². People v. McKenna, 116 Cal.App.3rd 207.

7 15. McKenna stated that court files are public documents in
8 the custody of the County Clerk.

9 16. "The filing of a document imports that it is thereby
10 placed in the custody of a public official to be preserved by him
11 for public use. Because for a season its value is best conserved
12 by maintaining its confidential character by excluding the public
13 gaze, it becomes no less public record." Vallejos v. California
14 Highway Patrol, 89 Cal.App.3rd 781, 849; 152 CR846.

15 C. RELIEF

16 17. As stated in Vallejos, supra, these documents are for
17 "public use" and such is not lost because of any confidential
18 order that at one time excluded public gaze. And as stated in
19 the above citations of CCP 1952.2, 1952.3, the conditions
20 allowing the removal of these exhibits was not present due to the
21 fact that Plaintiffs have appealed the decision of the court
22 denying their relief on their complaint for which these exhibits
23 were marked and/or entered³. The public has a right to view
24

25 ² Here, Judge Breckenridge was shown a settlement
26 purporting to settle all claims. Judge Breckenridge had made the
27 order allowing the removal of documents. After the fact,
28 Plaintiffs filed an appeal which made their action of taking the
documents contrary to law.

³ The cross complaint was severed from the complaint herein
and the complaint went to trial resulting in the adverse judgment
against Plaintiffs.

1 these documents. Coalition Against Police Abuse v. Superior
2 Court, 216 CR 614.

3 18. Therefore it is respectfully requested the court order
4 that all such exhibits and documents removed from this file be
5 returned forthwith by Plaintiff and/or made available for copying
6 and inspection by Intervenor Bent Corydon pursuant to the orders
7 heretofor made by this court and subject to the current orders
8 from the Court of Appeal.

9 II. EXISTING EXHIBITS

10 A. INTRODUCTION

11 19. Following the granting of Bent Corydon's motion to
12 inspect the file, this court, upon motion of Plaintiffs, amended
13 its order on November 30, 1988 to exclude exhibits 500-5K, 500-
14 5L, 500-50, 500-5P, and 500-60 (referred to hereafter as
15 exhibits).

16 20. The court order (Exh. K) stated "...that the above
17 designated documents were without prejudice to a further motion
18 specifically directed to these documents in connection with
19 discovery in the other case."

20 21. At the hearing, the court ordered that the above
21 documents were not confidential (transcript, Exh. L, page 6, nor
22 confidential) and noted if relevant they would have to be
23 produced (transcript, Exh. L, page 8).

24 22. The court stated (transcript, Exh. L, page 10):

25 "If you make a request to which these documents are
26 responsive, then they will identify those documents. And
27 ultimately if you believe they are not being candid about it, you
28 can file a motion and say, 'here's our request...They said none
of these documents are relevant...' and then I'll review it and

1 find out."

2 23. The court further stated (transcript, Exh. L, page 12-
3 13):

4 "You can give them discovery on the subjects of your
5 lawsuit. And I'm saying right now that they are required in
6 answering all of your discovery to indicate whether or not any of
7 these five documents are responsive to your discovery request.
8 And if they so indicate that these documents or one or two of
9 them or whatever are responsive, then you'll be able to make a
10 discreet motion with regard to those documents. If they indicate
11 that, no, none of these documents are responsive to any of your
12 discovery, then you may make a motion, if you're so inclined, to
13 have the court review those documents to determine whether or not
14 they have truthfully responded to your discovery."

15 B. RELEVANCE

16 24. This court has noted preliminary that said documents
17 relate to letters from L. Ron Hubbard and letters relating to the
18 Hubbard Exploration Company, and others (transcript Exh. L, page
19 7).

20 25. The complaints of Heber Jentsch and John Carmichael
21 against Bent Corydon are attached as Exh. D to the original
22 Motion of Bent Corydon to Unseal the File, scheduled for November
23 9, 1988.

24 26. As set forth therein, intervenor Corydon has been sued
25 for stating his opinion that Heber Jentsch and John Carmichael,
26 both alleged Presidents of Scientology Corporations, were liars.

27 27. While we are sure the court is now familiar with the
28 decision on the complaint in the herein action, we attach as Exh.

1 M the Appendix to the decision (the Minute Order making the
2 Memorandum of the intended decision the court's decision is
3 attached as Exh. N) which indicates that many lies were
4 perpetrated by Scientology, including destroying all documents
5 showing Hubbard controlled the organization. More important, it
6 was found that in 1980 Defendant Armstrong was selected by
7 Scientology to be a researcher for the L. Ron Hubbard Official
8 Biography. Having access to Scientology documents, and reviewing
9 the same, Armstrong then discovered that Plaintiffs "had
10 continuously lied about Hubbard's past, his credentials, and his
11 accomplishments." Armstrong brought this to Plaintiffs
12 attention and attempted to make accurate the various
13 representations about Hubbard's life and accomplishments. This
14 occurred in 1981. Armstrong instead, was placed on the E meter,
15 subjected to a "security check." Realizing that the
16 organization "would not work with him to correct the numerous
17 fraudulent representations made to followers of Scientology and
18 the public about L. Ron Hubbard and the organization itself,"
19 Armstrong left.

20 28. In 1983, two years after Armstrong advised Plaintiffs
21 concerning their fraudulent representations of L. Ron Hubbard,
22 and after Hubbard's son did a story concerning the truth in
23 "Penthouse," Heber Jentzsch wrote his own article on L. Ron
24 Hubbard in "Penthouse" repeating the false and fraudulent
25 representations (so found by Judge Breckenridge) concerning L.
26 Ron Hubbard's life. Said "Penthouse" article by Jentzsch is
27 attached hereto as Exh. O. Needless to say, proof that Heber
28 Jentzsch is a liar is a defense in the above described defamation

1 action.

2 29. The decision in the herein case certainly suggests the
3 same, and the exhibits and documents relating to the background
4 of L Ron Hubbard, are highly relevant to this issue.

5 30. And as set forth in the moving papers, issues relating
6 to whether or not Scientology uses violence, harasses its enemies
7 are also highly relevant.

8 31. In accordance with the court's order Interrogatories
9 were served on Plaintiffs Jentzsch and Carmichael on December 6,
10 1988. Because the responses repeated the Interrogatory Request
11 we are attaching just the responses (Exh. P).

12 32. Interrogatory No. 68 asks for identification of
13 documents concerning L. Ron Hubbard's life, biography, history,
14 career, and relationship with his past wives and son.

15 33. Interrogatory No. 69 asks for identification of
16 documents related to handling, combating or dealing with
17 "suppressive" (enemies). Interrogatory No. 70 asks for
18 identifying documents referring to rules on transmitting
19 information to the media or third persons. Interrogatory No. 71
20 asks for identification of documents relating to payments of
21 money for Scientology related organizations to L. Ron Hubbard.
22 Interrogatory No. 72-76 repeat interrogatory No. 68-71, but ask
23 specifically to identify which documents that fall within those
24 Interrogatories are located within the Armstrong case and file.

25 34. Despite this court ordering this discovery request,
26 Plaintiffs incredibly objected on the grounds that the
27 interrogatories exceed the limit of 35. They further objected
28 that the Interrogatories seek to invade "rights of freedom of

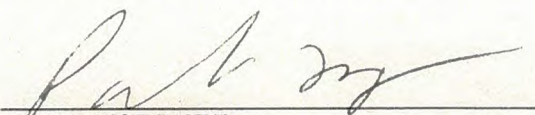
1 association, religion, and privacy under state and federal law."
2 Further they claim the requests are in "bad faith."

3 35. It should be noted that the attorneys for Jentzsch and
4 Carmichael are Timothy Bowles and Kendrick Moxon, who are also
5 the attorneys for the Plaintiffs in the herein action. In
6 essence, they have just totally disregarded the court's order.

7 36. Therefore it is respectfully submitted that the court
8 grant Corydon the right to copy and inspect the above exhibits.
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12 Respectfully Submitted,

13
14 Date: 1-25-81


15 PAUL MORANTZ
16 A PROFESSIONAL CORPORATION
17 Attorney for Intervenor Corydon
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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 CHURCH OF SCIENTOLOGY)
12 OF CALIFORNIA)
13 Plaintiff,)

14 vs.)

15 GERALD ARMSTRONG, ET AL)
16 Defendant.)

CASE NO. C 420153

DECLARATION OF
PAUL MORANTZ IN
SUPPORT OF MOTION
FOR AN ORDER
THAT PLAINTIFFS
RETURN TO THE COURT
AND/OR MAKE AVAILABLE
FOR INSPECTING AND
COPYING ALL EXHIBITS
AND OTHER DOCUMENTS
REMOVED FROM THE HEREIN
FILE; AND AN ORDER TO
ALLOW COPYING AND
INSPECTION OF EXHIBITS
500-5K, 500-5L, 500-5O,
500-5P, 500-60; SANCTIONS
AGAINST PLAINTIFFS AND
THEIR COUNSEL

DECLARATION OF PAUL MORANTZ

I, PAUL MORANTZ, do hereby declare as follows:

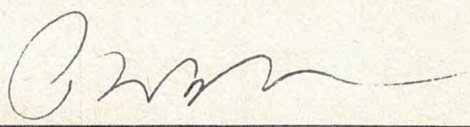
I am the attorney for Bent Corydon and if called to the stand and sworn under oath I could competently testify as follows:

1. Exhibits A-K are true and correct copies of documents in the herein file (with the exception of H). Exh. J is filing by Plaintiffs in the Appellate Court. Exh. K is a Minute Order in the herein file and Exh. M is part of the Appendix to the Statement of Decision of Judge Breckenridge to the Complaint herein. Exh. N is a Minute Order in this case and Exh. O is a copy of an article by Heber Jentsch in "Penthouse" magazine in 1983. Exh. P are the Interrogatories and Responses to Interrogatories filed by Jentsch and Carmichael, by Attorneys Moxon and Bowles, who are also attorneys for the Plaintiffs herein.

2. Approximately six hours have been spent on the herein Motion, plus court time.

I declare under penalty of perjury that the above is true and correct to the best of my belief.

Executed on 1-26, 1989 at Los Angeles, California.



PAUL MORANTZ

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 CHURCH OF SCIENTOLOGY)
12 OF CALIFORNIA)
13 Plaintiff,)

14 vs.)

15 GERALD ARMSTRONG, ET AL)
16 Defendant.)

CASE NO. C 420153

17) EXHIBITS TO
18) NOTICE OF MOTION
19) FOR AN ORDER
20) THAT PLAINTIFFS
21) RETURN TO THE COURT
22) AND/OR MAKE AVAILABLE
23) FOR INSPECTING AND
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26) REMOVED FROM THE HEREIN
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INSPECTION OF EXHIBITS
500-5K, 500-5L, 500-5O,
500-5P, 500-60; SANCTIONS
AGAINST PLAINTIFFS AND
THEIR COUNSEL

1 JOHN G. PETERSON
2 PETERSON AND BRYNAN
3 8530 Wilshire Boulevard, Suite 407
4 Beverly Hills, California 90211
5 (213) 659-9965

6 Attorneys for Plaintiff and Cross-Defendant
7 CHURCH OF SCIENTOLOGY OF CALIFORNIA

FILED

DEC 11 1986

FRANK S. ZOLIN County Clerk

Rosie M. Hart
BY ROSIE M. HART, DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 CHURCH OF SCIENTOLOGY OF	)	Case No. C 420153
11 CALIFORNIA, a California)	
12 Corporation,)	
	)	STIPULATION FOR RETURN
13 Plaintiff,	)	OF SEALED MATERIALS AND
	)	EXHIBITS
14 v.)	
)	
15 GERALD ARMSTRONG, et al.,)	
)	
16 Defendants.)	
)	
17 AND RELATED CROSS-ACTION.)	
)	

18
19 IT IS HEREBY STIPULATED between the parties and their
20 counsel herein as follows:

21 1. All documents, originals and copies, and other items
22 surrendered to the Court by Armstrong and his attorneys pursuant
23 to Judge Cole's orders of August 24, 1982 and September 4, 1982
24 and all documents and other items taken by Armstrong from
25 either the Church of Scientology or Omar Garrison shall be
26 released from the Superior Court and returned forthwith to
27 Church of Scientology of California or its attorney of record.

28 2. All documents and items entered into evidence or

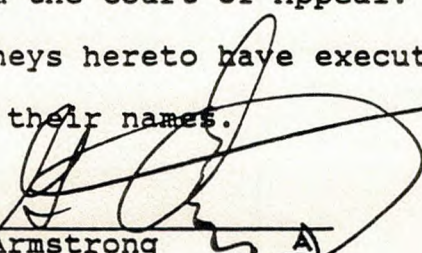
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1 marked for identification in Church of Scientology of
2 California v. Gerald Armstrong Case No. C 420 153 shall be
3 released from the Superior Court and returned forthwith to the
4 Church of Scientology of California or its attorney of record.

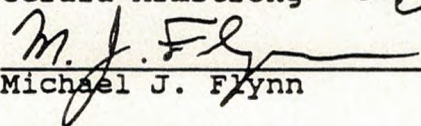
5 3. All documents or items marked for identification or
6 entered into evidence and lodged with the Court of Appeal shall
7 be released and returned to the Church of Scientology of
8 California or its attorney of record forthwith upon their
9 return to the Superior Court from the Court of Appeal.

10 The parties and their attorneys hereto have executed this
11 stipulation on the date opposite their names.

12 Dated December 6, 1986

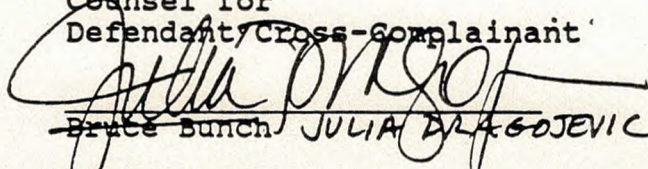

Gerald Armstrong

13 Dated 12/6/86


Michael J. Flynn

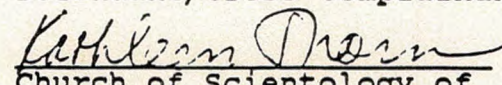
14
15
16 Dated 12/8/86

Counsel for
Defendant/Cross-Complainant

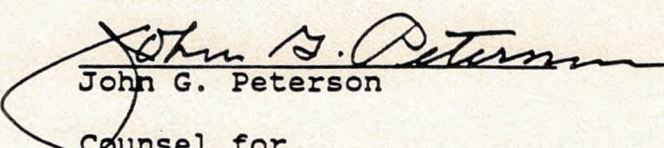

~~Bruce Bunch~~ JULIA D. BLAGOJEVIC

17
18
19 Dated 12/11/86

Counsel for
Defendant/Cross-Complainant


Kathleen Dorn
Church of Scientology of
California

20
21 Dated 12/10/86


John G. Peterson

Counsel for
Plaintiff/Cross-Defendant

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8 Gerald Armstrong

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15 Attorneys for Plaintiff and
16 Cross-Defendant CHURCH OF
17 SCIENTOLOGY OF CALIFORNIA

FILED

DEC 11 1986

FRANK S. ZOLIN County Clerk

Rosie M. Hart
BY ROSIE M. HART, DEPUTY

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 FOR THE COUNTY OF LOS ANGELES

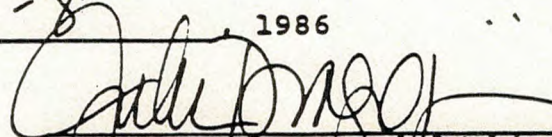
20 GERALD ARMSTRONG,) No. C 420 153
21) (Severed Action)
22 Cross-Complainant,)
23 v.)
24) JOINT STIPULATION
25) OF DISMISSAL
26 CHURCH OF SCIENTOLOGY OF)
27 CALIFORNIA, a California)
28 Corporation,)
Cross-Defendant.)


29 In satisfaction of valuable and other consideration
30 tendered to the Cross-Complainant by the Cross-Defendant,
31 receipt of which is hereby acknowledged, the parties to the
32 above-entitled action, pursuant to California Code of Civil
33 Procedure § 581 hereby stipulate that said Cross-Complaint be
34 dismissed with prejudice.

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On December 6, 1986, the parties entered
into a "Mutual Release of All Claims and Settlement Agreement".
An executed copy of same Agreement has been filed herein under
seal and shall be kept under seal by the Clerk of this Court.
This Court shall retain jurisdiction, and may reopen this case
at any time for the purpose of enforcing said Agreement.

DATED: 12-8 1986


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Beverly Hills, California 90211
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Copy: Mr. Pettke
acctg
Copy: Division Head

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6 Attorneys for Plaintiff and Cross-Defendant
7 CHURCH OF SCIENTOLOGY OF CALIFORNIA

FILED

DEC 11 1986
FRANK S. ZOLIN County Clerk
Rosie M. Hart
BY ROSIE M. HART, DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 CHURCH OF SCIENTOLOGY OF	)	Case No. C 420153
11 CALIFORNIA, a California)	
12 Corporation,	)	ORDER FOR RETURN OF
	)	EXHIBITS AND SEALED
13 Plaintiff,	)	DOCUMENTS
)	
14 v.)	
)	
15 GERALD ARMSTRONG, et al.,)	
)	
16 Defendants.)	
)	
17 AND RELATED CROSS-ACTION.)	

18 The Court having read and considered a stipulation for
19 return of sealed materials and exhibits between the parties and
20 their counsel;

21 IT IS ORDERED:

22 1. All documents, originals and copies, and other items
23 surrendered to the Court by Armstrong and his attorneys pursuant
24 to Judge Cole's orders of August 24, 1982 and September 4, 1982
25 and all documents and other items taken by Armstrong from
26 either the Church of Scientology or Omar Garrison shall be
27 released from the Superior Court and returned forthwith to
28

B

1 the Church of Scientology of California or its attorney of
2 record.

3 2. All documents and items entered into evidence or
4 marked for identification in Church of Scientology of
5 California v. Gerald Armstrong, Case No. C 420 153 shall be
6 released from the Superior Court and returned forthwith to the
7 Church of Scientology of California or its attorney of record.

8 3. All documents or items marked for identification or
9 entered into evidence and lodged with the Court of Appeal shall
10 be released and returned to the Church of Scientology of
11 California or its attorney of record forthwith upon their
12 return to the Superior Court from the Court of Appeal.

13 4. Notwithstanding the foregoing, the following exhibits
14 shall be exempted from the terms of this order pending a final
15 appellate decision in the litigation entitled United States
16 v. Zolin, Ninth Circuit Court of Appeals Nos. 85-6065,
17 85-6105: 500-CCCCC; 500-KKKKK; 500-LLLLL; 500-00000;
18 500-PPPPP; and 500-000000. In the event that the Zolin
19 litigation terminates with a judicial determination that the
20 United States of America is not entitled to obtain any of these
21 listed exhibits, then any such exhibits shall be returned
22 forthwith by the Clerk of this Court to the Church of
23 Scientology of California or its attorneys of record. In the
24 event that the government is found to be entitled to any of the
25 listed exhibits upon the conclusion of the Zolin litigation,
26 the Clerk of this Court shall provide the government with a
27 copy of such exhibit or exhibits and then immediately return
28 all remaining copies of the corresponding exhibits to the

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Church of Scientology of California or its attorneys of record.

DATED Dec 11, 1980

Paul G. Breckenridge, Jr.
PAUL G. BRECKENRIDGE, JUDGE

Order
APPEAL FROM THE ~~ORDER~~ IS DISMISSED BY DISTRICT
COURT OF APPEAL APR - 7 19 82
ATTORNEY: 7-21-82
FRED C. FOUL, COUNTY CLERK,
CLERK OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA, IN AND FOR
THE COUNTY OF LOS ANGELES.
BY: AD DEPUTY

FILED

DEC 11 1986

FRANK S. ZOLIN County Clerk

Rosie M. Hart
BY ROSIE M. HART, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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GERALD ARMSTRONG,
Cross-Complainant,
v.
CHURCH OF SCIENTOLOGY OF
CALIFORNIA, a California
Corporation,
Cross-Defendant.

No. C 420 153
(Severed Action)

ORDER DISMISSING ACTION
WITH PREJUDICE

*All Minute order
of 12-12-86*

Upon consideration of the parties' Stipulation for Dismissal, the "Mutual release of All Claims and Settlement Agreement" and the entire record herein, it is

ORDERED AND ADJUDGED:

1. That this action is dismissed with prejudice.
2. That an executed duplicate original of the parties' "Mutual Release of All Claims and Settlement Agreement" filed herein under seal shall be retained by the Clerk of this Court under seal.

Dated: December 11, 1986

Paul G. Breckenridge

Hon. Paul G. Breckenridge

C

Date DEC. 12, 1986

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

HONORABLE P G BRECKENRIDGE, JR JUDGE
Deputy Sheriff
Court Attendant

R HART
NONE

Deputy Clerk
Reporter
(Parties and counsel checked if present)

NONE

C420153
GERALD ARMSTRONG,

Counsel for
X-- Plaintiff

VS

Counsel for
X-- Defendant

CHURCH OF SCIENTOLOGY OF
CALIFORNIA,

NATURE OF PROCEEDINGS: ORDER

The Clerk having this date had conversations with counsel for cross-defendant, John G. Peterson, the Court finds that the document entitled "Mutual Release of All Claims and Settlement Agreement" referred to in the Joint Stipulation of dismissal as and executed copy and referred to in the Order Dismissing Action as an executed duplicated original, has not been filed with the court.

Good cause appearing therefor, the Court orders that the County Clerk may maintain the remaining six (6) exhibits in the normal and regular manner of handling sealed exhibits.

D

DEPT. 57

MINUTES ENTERED
12-12-86
COUNTY CLERK

Date DEC.11,1986

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

HONORABLE P G BRECKENRIDGE, JR JUDGE
Deputy Sheriff
Court Attendant

R HART Deputy Clerk
N HARRIS Reporter
(Parties and counsel checked if present)

2. S YAKOUBIAN

C420153
GERALD ARMSTRONG,

VS

CHURCH OF SCIENTOLOGY OF
CALIFORNIA,

Counsel for CONTOS & BUNCH
X- Plaintiff BY: JULIA DRAGOJEVIC ✓
MICHAEL FLYNN ✓

Counsel for PETERSON & BRYMAN
X- Defendant BY: JOHN G. PETERSON ✓
MICHAEL HERTZBERG ✓ for M. Hubbard
also appearing, LENSKE, LENSKE &

HELLER BY: LAWRENCE E. HELLER ✓

~~XXXXXXXXXXXX~~

NATURE OF PROCEEDINGS: JOINT EX-PARTE APPLICATION FOR DISMISSAL

Pursuant to stipulation of the parties, the cross-complaint is dismissed with prejudice.

Further orders are made pursuant to stipulation, including the following: The Court retains jurisdiction to enforce the settlement agreement; all documents surrendered to the court or marked as exhibits shall be returned to the Church of Scientology or its attorneys forthwith except six, 500-CCCC, 500-KKKK, 500-LLLLL, 500-00000, 500-PPPPP and 500-000000; the entire remaining record of this case, except the "Stipulated Sealing Order" and "Order Dismissing Action With Prejudice" filed this date, are ORDERED SEALED and not to be opened or inspected without prior order of Court.

The following listed documents are filed this date: Joint Stipulation of Dismissal, Order Dismissing Action With Prejudice, Stipulation for Return of Sealed Materials and Exhibits, Order for Return of Exhibits and Sealed Documents, and Stipulated Sealing Order.

MINUTES ENTERED
12-11-86
COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

FILED

MAR 14, 1988

FILED BY S. ZOLIN
A-A Cevedo
BY A. ACEVEDO

(4)

Church of SCIENTOLOGY of
CALIFORNIA Plaintiffs
VS

GERALD ARMSTRONG,
And RELATED CROSS-ACTION Defendants

NO. C420153

RECEIPT OF EXHIBITS

Pursuant to ~~Stipulation~~ ^{Minute} and Order of Court filed ^{date} 3-11-88.
Exhibits designated (copies) NO. 500-QQQQ, 500-KKKKK,
500-LLLL, 500-0000, 500-PPPP, And 500-QQQQ

RETURNED IN SEALED ENVELOPE FROM U.S. DEPT OF JUSTICE

are now withdrawn and received by me 14 MARCH, 1988.

C. B.

TIMOTHY BOWLER
ATTORNEY FOR PLAINTIFF
CALIF. BAR CARD No. 7827
CALIF. DR. LICENSE No. U6004292

E

Date MARCH 11, 1988

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

HONORABLE

P G BRECKENRIDGE, JR JUDGE
Deputy Sheriff
Court Attendant

R HART
NONE
(Parties and counsel checked if present)

Deputy Clerk
Reporter

NONE

C 420 153
CHURCH OF SCIENTOLOGY OF
CALIFORNIA,

Counsel for
Plaintiff

VS

Counsel for
Defendant

**GERALD ARMSTRONG,
AND RELATED CROSS-ACTION**

NATURE OF PROCEEDINGS:

ORDER FOR RETURN OF EXHIBITS

Upon oral application of attorney Timothy Bowles, counsel for plaintiff/cross-defendant, for return of exhibits; and pursuant to the orders of December 11, 1986, the copies of exhibits contained in the envelope returned by the United States Department of Justice may be returned to applicant.

MINUTES ENTERED

DEPT 57

03-11-88
COUNTY CLERK

1-30-87

1 JOHN G. PETERSON
2 PETERSON & BRYNAN
3 8530 Wilshire Boulevard
4 Suite 407
5 Beverly Hills, California 90211
6 (213) 659-9965

7 ERIC M. LIEBERMAN
8 RABINOWITZ, BOUDIN, STANDARD,
9 KRINSKY & LIEBERMAN, P.C.
10 740 Broadway, Fifth Floor
11 New York, New York 10003-9518
12 (212) 254-1111

13 MICHAEL LEE HERTZBERG
14 275 Madison Avenue
15 New York, New York 10016
16 (212) 679-1167

17 Plaintiff and Intervenor

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 FOR THE COUNTY OF LOS ANGELES

*Filed
File*

20 CHURCH OF SCIENTOLOGY OF CALIFORNIA,)
21)
22 Plaintiff,)
23)
24 vs.)
25)
26 GERALD ARMSTRONG, DOES 1 through)
27 10, inclusive,)
28)
29 Defendants.)
30)
31 MARY SUE HUBBARD,)
32)
33 Intervenor.)

Case No. C 420 153
UNOPPOSED MOTION
TO WITHDRAW MEMORANDUM
OF INTENDED DECISION

34 GERALD ARMSTRONG,)
35)
36 Cross-Complainant,)
37)
38 vs.)
39)
40 CHURCH OF SCIENTOLOGY OF CALIFORNIA,)
41 a California Corporation, et al.,)
42)
43 Cross-Defendants.)

DATE:
TIME:
DEPT: 57

F

FILED
JAN 30 1987
FRANK S. ZOLN County Clerk
Rosie M. Hart
BY ROSIE M. HART, DEPUTY

1 Plaintiff and intervenor hereby move the court for an
2 order withdrawing its memorandum of intended decision, dated
3 June 20, 1984, statement of decision dated July 20, 1984 and
4 judgement dated August 10, 1984, voiding said decisions as
5 legal authority or precedent.

6 As grounds for their motion, movants state:

7 1. On December 18, 1986, the Court of Appeal rendered a
8 decision dismissing movants' appeal from this court's judgment
9 of August 10, 1984, on the ground that such judgment was not an
10 appealable final order. The court made it clear that movants
11 will have the right to pursue their appeals at the appropriate
12 time, presumably upon the entry of a consolidated final
13 judgment by this court. A copy of the Court of Appeal's
14 decision is attached as Exhibit A hereto.

15 2. Accordingly, this court is presently free to withdraw
16 its judgment, memorandum of intended decision, and statement of
17 decision.

18 3. The memorandum of intended decision includes
19 references to purported past practices of the Church and the
20 alleged relationship of Mr. Hubbard to the Church. As the
21 trial court and defendant recognized at trial and defendant
22 acknowledged in his brief to the Court of Appeal, the evidence
23 on such matters was introduced exclusively to show defendant's
24 state of mind. Nevertheless, the court's references to such
25 matters have improperly been cited by others as if they were
26 findings of actual fact.


27 4. The movants have retained their right to prosecute
28 their respective damage claims against Gerald Armstrong in the

1 event that they prevail upon their appeal from this court's
2 August 10, 1984 judgment, which movants intend to reactivate
3 now that the cross-complaint has been dismissed. However, in
4 the interests of judicial economy and in order to terminate
5 this protracted litigation, the movants will forego their
6 appeal and dismiss their remaining damage claims against
7 Armstrong if the court withdraws its Memorandum of Intended
8 Decision.

9 5. Mr. Armstrong has no objection to the granting of
10 this motion or the signing of the proposed Order submitted
11 herewith. Attached at Exhibit B is a statement of
12 non-opposition executed by Mr. Armstrong's counsel.

13 WHEREFORE, the motion should be granted.

14 DATED: January 30, 1987 Respectfully submitted,

15
16 
17 JOHN G. PETERSON
18 PETERSON & BRYNAN
19 8530 Wilshire Boulevard
20 Suite 407
21 Beverly Hills, California 90211
22 (213) 659-9965

23 ERIC M. LIEBERMAN
24 RABINOWITZ, BOUDIN, STANDARD,
25 KRINSKY & LIEBERMAN, P.C.
26 740 Broadway, Fifth Floor
27 New York, New York 10003-9518
28 (212) 254-1111

MICHAEL LEE HERTZBERG
275 Madison Avenue
New York, New York 10016
(212) 679-1167

Attorneys for
Plaintiff and Intervenor

Lenske, Lenske & Heller
 A LAW CORPORATION
 WOODLAND WEST BUILDING - SUITE 315
 6400 CANOGA AVENUE
 WOODLAND HILLS, CALIFORNIA 91367
 (818) 716-1444

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY OF CALIFORNIA, etc.,	)	CASE NO. C 420-153
)	
	)	STATEMENT OF NON OPPOSITION
	)	TO MOTION TO WITHDRAW
Plaintiff,	)	MEMORANDUM OF INTENDED DECISION
)	
vs.)	
)	
GERALD ARMSTRONG, et al.,)	
)	
)	
)	
Defendants.	)	Date:
	)	Time:
	)	Place:

COMES NOW, defendant, GERALD ARMSTRONG, by and through
his attorney of record, and informs the court that he will

///

///

///

///

///

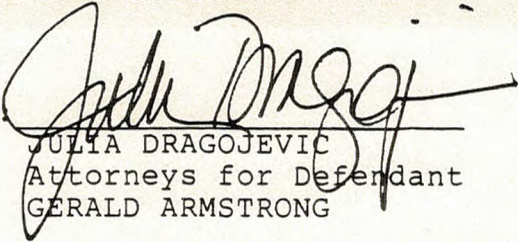
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///

1 neither file any opposition to the Motion to Withdraw nor
2 appear to oppose said Motion.

3 DATED: January 30, 1987

4 CONTOS & BUNCH

5
6 BY: 
7 JULIA DRAGOJEVIC
8 Attorneys for Defendant
9 GERALD ARMSTRONG

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Date FEB. 2, 1987

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

HONORABLE P G BRECKENRIDGE, JR JUDGE
Deputy Sheriff
Court Attendant

R HART , Deputy Clerk
N HARRIS , Reporter
(Parties and counsel checked if present)

C420153(Sealed file)
GERALD ARMSTRONG,

X- Counsel for
Plaintiff

vs

CHURCH OF SCIENTOLOGY
OF CALIFORNIA,

X-- Counsel for MICHAEL LEE HERTZBERG ✓ for
Defendant X-deft "Church" and intervenor
M Hubbard

NATURE OF PROCEEDINGS: EX PARTE MOTION OF CROSS-DEFENDANT TO WITHDRAW
MEMORANDUM OF INTENDED DECISION

Motion is called for hearing.

Motion is argued and denied.

6


DEPT. 57

MINUTES ENTERED
2-2-87
COUNTY CLERK

Law Office
FLYNN, JOYCE & SHERIDAN
400 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS 02210
00171-350-7200

MICHAEL J. FLYNN
ROBERT W. JOYCE, P.C.
WILLIAM A. SHERIDAN
MICHAEL A. TARD

December 30, 1986



Enclosed please find your copy of the executed Mutual Release and a copy of the Settlement Agreement which you signed.

Please specifically note the following provisions of the Mutual Release:

1. The requirement and legal obligation agreed to by you to return all Scientology-related documents except attorney/client correspondence. Your copy of the affidavit that verifies your agreement to do this is enclosed.
2. The requirement and legal obligation to not disclose or discuss Scientology with anybody except your immediate family. This, of course, applies to the Mutual Release and Settlement Agreement attached hereto. This was a very important provision which was included to insure that all parties could get on with their lives without future media or publicity problems. Please insure that this requirement is fully complied with.

Lastly, keep all aspects of the settlement and the accompanying documents completely confidential.

Very truly yours,


Michael J. Flynn

MJF/led
Enclosures

H

CALIFORNIA
STATE OF PENNSYLVANIA)
Los Angeles) ss.
County of Montgomery)

AFFIDAVIT OF [REDACTED]

I, [REDACTED] being duly sworn, depose and state as follows:

1. The following statements are made voluntarily, of my own free will, and after full consultation with my attorney, Michael Flynn.

2. I hereby acknowledge the consummation of a Mutual Release and Agreement reached between myself and the Church of Scientology of California.

3. In accordance with the terms of said Mutual Release and Agreement, I hereby state that I have returned to the Church of Scientology of California all "documents" of any nature in my possession, custody or control relating to the practices of Dianetics or Scientology, all evidence of any nature acquired or retained for the purpose of any lawsuit or for any other purpose concerning any Church of Scientology or any of the other individuals or entities listed or referred to in the Mutual Release and Agreement, any financial or administrative materials concerning any Church of Scientology or any of the other individuals or entities listed or referred to in the Mutual Release and Agreement, and any materials relating to L. Ron Hubbard, his family, or his estate.

4. The term "documents" as used herein includes but is not limited to all originals, copies and copies derived from but not identical to the original, no matter how prepared, and

all writings, papers, notes, records, books and other tangible things including, by way of example and not of limitation, the following:

- a. Memoranda, notes, calendars, appointment books, shorthand or stenographer's notebooks, correspondence, letters and telegrams, whether received, sent, filed or maintained internally;
- b. Drafts or notes, whether typed, penciled or otherwise, whether or not used;
- c. Minutes, reports or summaries of meetings;
- d. Contracts, agreements, understandings, commitments, proposals or other business records;
- e. Recordings, transcriptions or memoranda or notes made of any telephone or face-to-face oral conversations between or among persons;
- f. Dictated tapes or other sound recordings;
- g. Computer printouts or reports and the applicable program or programs therefor;
- h. Tapes, computer disks, cards, or any other means by which data is stored or preserved electrically, electronically, magnetically or mechanically, and the applicable program or programs therefor (from which the undersigned may reproduce or cause to be reproduced such data in written form);
- i. Pictures, drawings, photographs, slides, films, negatives, charts or other graphic representations;

j. Checks, bills, notes, receipts, or other evidence of payment;

k. Ledgers, journals, financial statements, accounting records, operating statements, balance sheets or statements of accounts.

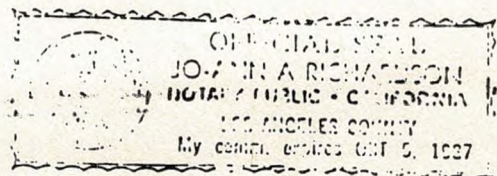
l. Any publications by the Church of Scientology of California, by Bridge Publications, or by New Era Publications, Inc. or any other Church of Scientology or related entity or individual.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Sworn and subscribed to before me
this 5TH day of December, 1986,
at ~~Norristown, Pennsylvania.~~ LOS ANGELES, CA

J. Ann A. Richardson
Notary Public for the State of
Pennsylvania



5 Dec 86

MUTUAL RELEASE AGREEMENT

1. This MUTUAL RELEASE AGREEMENT is made and entered into this 5 day of December, 1986 by and between [REDACTED] and the Church of Scientology of California.

2. This is a release of the Church of Scientology of California, the Church of Scientology International, The Religious Technology Center, Author Services, Inc., and their officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel, L. Ron Hubbard, his heirs, estate, and his executor, Author's Family Trust, Mary Sue Hubbard, all Scientology organizations and entities and their officers, agents, employees, servants, directors, successors, assigns and legal counsel (all hereinafter collectively referred to as the "releasees").

3. It is understood that this settlement is a compromise of doubtful and disputed claims, and is not an admission of liability on the part of any party to this Agreement, specifically, the Church of Scientology of California, any other Scientology organization or entity, or any of their officers, agents, employees, servants, directors, successors, members, assigns, or legal counsel, by whom liability has been and continues to be expressly denied. In executing this settlement Agreement [REDACTED] acknowledges that he has released the organizations, individuals and entities listed in Paragraph 2 because, among other reasons, they are third party beneficiaries of this Agreement.

4. For and in consideration of the above described consideration, the mutual covenants, conditions and release contained herein [REDACTED] does hereby release, acquit and forever discharge, for himself, his heirs, successors, executors, administrators and assigns, the Church of Scientology of California, Church of Scientology International, Religious Technology Center, all Scientology and Scientology affiliated organizations and entities, Author Services, Inc. (and for each organization or entity, its officers, agents, representatives, employees, volunteers, directors, successors, assigns and legal counsel), L. Ron Hubbard, his heirs, beneficiaries, Estate and its executor, Author's Family Trust, its beneficiaries and trustee, and Mary Sue Hubbard, and each of them, of and from any and all claims, demands, damages, actions and causes of action of every kind and nature, known or unknown, from the beginning of time to and including the date hereof.

5. For and in consideration of the mutual covenants, conditions and release contained herein, the Church of Scientology of California does hereby release, acquit and forever discharge for itself, successors and assigns, [REDACTED] his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by [REDACTED] from the beginning of time to and including the date hereof.

6. Further, the undersigned hereby agrees to the following:

A. That liability for any claims is expressly denied by each party herein released, and this Agreement shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. Each party agrees to assume responsibility for the payment of any attorneys' fees, lien or liens, imposed against him in the past, present, or future, known or unknown, by any person, firm, corporation or governmental entity or agency as a result of, or growing out of any of the matters referred to in this release. Each party further agrees to hold harmless the parties herein released, and each of them, of and from any liability arising therefrom.

C. [REDACTED] has been fully advised and understands that any alleged injuries sustained by him are of such character that the full extent and type of injuries may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, damages may be sustained by [REDACTED] nevertheless, [REDACTED] desires by this document to forever and fully release the releasees.

[REDACTED] understands that by the execution of this release no claims arising out of his experience with, or actions by, the releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the releasees.

D. [REDACTED] agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any

writing, or to broadcast, or to assist another to create, write, film or video tape or audio tape, any show, program or movie, concerning his experiences with the Church of Scientology, or personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard, or any entities and individuals listed in Paragraph 2 above. [REDACTED]

[REDACTED] further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 2 above. [REDACTED] expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited to, the contents or substance of any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 2 above. [REDACTED] agrees that if the terms of this paragraph are breached by him, that the aggrieved party listed herein above would be entitled to liquidated damages in the amount of \$50,000 for each such breach. The reasonableness of the amount of such damages are hereto acknowledged by [REDACTED]

E. [REDACTED] agrees to return to the Church of Scientology of California at the time of the consummation of this Agreement,

all materials in his possession, custody or control of any nature, including documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology or any of the persons or entities listed in Paragraph 2 above, all evidence of any nature acquired for the purposes of any lawsuit or acquired for any other purpose concerning any Church of Scientology, any financial or administrative materials relating personally to L. Ron Hubbard, his family, or his estate.

F. [REDACTED] agrees that he will never again seek or obtain spiritual counseling or training or any other service from any Church of Scientology, Scientologist, Dianetics or Scientology auditor, Scientology minister, Mission of Scientology, Scientology organization or affiliated organization.

G. [REDACTED] agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 2 above. [REDACTED] also agrees that he will not cooperate in any manner with any organizations aligned against Scientology.

H. [REDACTED] agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 2 above unless compelled to do so by lawful subpoena or other lawful process. Unless required to do so by such subpoena, [REDACTED]

agrees not to discuss this litigation with anyone other than members of his immediate family. [REDACTED] shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision. As provided hereinafter in Paragraph 21, the contents of this Agreement may not be disclosed.

I [REDACTED] hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

7. *This Release Agreement contains the entire Agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital. This Release may be amended only by a written instrument executed by the undersigned. The parties hereto have carefully read and understand the contents of this Release Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

8. [REDACTED] agrees that he will not assist or advise anyone, including partnerships, associations or corporations, contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 2 of this Agreement.

9. Each party shall bear its respective costs with respect to the negotiation and drafting of this Agreement and all acts required by the terms hereof to be undertaken and performed by any party.

10. The parties to this Agreement acknowledge that all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will.

11. To the extent that this Agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

12. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

13. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. This Agreement shall be construed and enforced ~~in accordance with the laws of the State of California.~~

14. In the event any provision hereof is unenforceable, such provision shall not affect the enforceability of any other provision hereof.

15. Each party warrants that it has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement.

16. The parties to this Agreement acknowledge that all

parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement.

17. The parties hereto (including any officer, agent, employee, representative or attorney of or for any party) acknowledge that they have not made any statement, representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party or of any officer, agent, employee, representative or attorney for the other party.

18. The parties to this Agreement agree that all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party ~~includes successors, assigns, principals, agents and employees~~ thereof.

19. All references to the plural shall include the singular and all references to the singular shall include the plural. All references to gender shall include both the masculine and feminine.

20. Each party warrants that the persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

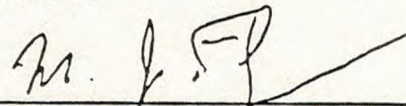
21. The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement.

22. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date opposite their names.

Dated: _____

APPROVED AS TO FORM AND
CONTENT



MICHAEL J. FLYNN
Attorney for

Dated: _____

12/5/86

CHURCH OF SCIENTOLOGY
OF CALIFORNIA

By: Kathleen Down

APPENDIX A

1. As used herein, the term "document" or "documents" include but are not limited to all originals, file copies and copies not identical to the original, no matter how prepared, of all writings, papers, notes, records, books and other tangible things including, by way of example and not of limitation, the following:

a. Memoranda, notes, calendars, appointment books, shorthand or stenographers' notebooks, correspondence, letters and telegrams, whether received, sent, filed or maintained internally;

b. Drafts and notes, whether typed, penciled or otherwise, whether or not used;

c. Minutes, reports and summaries of meetings;

d. Contracts, agreements, understandings, commitments, proposals and other business dealings;

e. Recordings, transcriptions and memoranda or notes made of any telephone or face-to-face oral conversations between or among persons;

f. Dictated tapes or other sound recordings;

g. Computer printouts or reports and the applicable program or programs therefor;

h. Tapes, cards or any other means by which data are stored or preserved electrically, electronically, magnetically or mechanically, and the applicable program or programs therefor (from which plaintiff may reproduce or cause to be reproduced such data in written form);

- i. Pictures, drawings, photographs, charts or other graphic representations;
- j. Checks, bills, notes, receipts, or other evidence of payment;
- k. Ledgers, journals, financial statements, accounting records, operating statements, balance sheets and statements of account.

SETTLEMENT AGREEMENT

A. PRIOR SETTLEMENTS:

Settlement agreements made prior to November 1, 1986 and prior to the collective settlement stated below:

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
(1) Bears	\$115,000.00	To be determined with local counsel
(2) Garritys	\$175,000.00	To be determined with local counsel
(3) Petersons	\$175,000.00	To be determined with local counsel
(4) Jefferson	\$150,000.00	To be determined with local counsel
(5) Lockwood	\$150,000.00	To be determined with local counsel
(6) Hartwell	\$150,000.00	To be determined with local counsel
	<u>\$915,000.00</u>	To be determined with local counsel

B. INDEPENDENT SETTLEMENT:

The Christofferson-Titchborne settlement was made separate from the collective settlement. It was agreed to between attorney Gary McMurray, his client, Julie Christofferson-Titchborne and the Church of Scientology.

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
Christofferson-Titchborne	\$100,000.00	To be determined by attorney McMurray and client. None of the attorneys representing other clients in the collective settlement represent or have represented Christofferson-Titchborne.

C. COLLECTIVE SETTLEMENT:

The following cases/clients are part of a collective settlement made on December 11, 1986. The undersigned acknowledge that the settlement set forth above in Paragraphs A and B were made as separate settlements, meaning that the cases/clients listed in Paragraphs A and B agreed to the amounts stated therein prior to the collective settlement as in Paragraph A, and independent from the collective settlement as in Paragraph B. The total amount of the collective settlement is \$2,800,000.00. The total ~~amount of the collective settlement and the prior inde-~~pendent settlements in Paragraphs A and B is \$3,815,000.00. The collective settlement allocation is as follows:

<u>Client</u>	<u>Amount</u>	<u>Fee and Expenses</u>
(1) Nancy Dincalci	\$ 7,500.00	None
(2) Kima Douglas	\$ 7,500.00	None

~~(3) ...~~

(3)	Robert Dardano	\$ 15,000.00	None
(4)	Warren Friske	\$ 15,000.00	None
(5)	William Franks	\$ 40,000.00	None
(6)	Laurel Sullivan	\$ 40,000.00	None
(7)	Edward Walters	\$100,000.00	To be determined between client and attorneys
(8)	Howard Schomer	\$200,000.00	To be determined between attorney Bunch and client
(9)	Martin Samuels	\$500,000.00	To be determined between attorney McMurray and client
(10)	Gerald Armstrong v. Church of Scientology	\$800,000.00	To be determined between attorney Bunch and client
(11)	Fees and expenses to attorneys Contos & Bunch, Robert Kilbourne, Michael Flynn, and associated counsel for the prosecution and defense of various cases including the "Hubbard documents" case, the "check- frame up" case and the defense of approximately 17 lawsuits against attorney Flynn and his clients.	\$500,000.00	To be determined between attorneys Contos & Bunch, Michael Flynn, Robert Kilbourne, and associated counsel
(12)	Flynn v. Ingram (No. _____) Flynn v. Hubbard (No. _____)	\$575,000.00 -0-	To be determined between attorney Flynn and his counsel
		\$2,800,000.00	

We, the undersigned, agree and acknowledge that

- (1) we have read the foregoing Settlement Agreement;
- (2) that we agree with the total settlement amount and the allocations to the respective cases/clients as set forth therein;
- (3) that we have either consulted, been advised to consult or have had the opportunity to consult with attorneys other than Michael J. Flynn who, we acknowledge is also a claimant against the Church of Scientology and L. Ron Hubbard;
- (4) that we agree to maintain the confidentiality of this Settlement Agreement;
- (5) that we acknowledge that many of the cases/clients involved in this settlement have been in litigation against the Church of Scientology for more than six to seven years, that many have been subjected to intense, and prolonged harassment by the Church of Scientology throughout the litigation, and that the value of the respective claims stated therein is measured in part by the (a) length and degree of harassment; (b) length and degree of involvement in the litigation; (c) the individual nature of each respective claim in connection with either their involvement with the Church of Scientology as a member and/or as a litigant; (d) the unique value of each case/client based on a variety of things including, but not limited to, the current procedural posture of a case, specific facts unique to each case, and financial, emotional or consequential damage in each case; that we agree and

acknowledge that Michael J. Flynn has primarily been responsible for bearing the cost of the litigation over a period of approximately seven years, that he or his firm's members have been required to defend approximately 17 lawsuits and/or civil/criminal contempt actions instituted by the Church of Scientology against him, his associates and clients, that he and his family have been subjected to intense and prolonged harassment, and that his claims against the Church of Scientology and L. Ron Hubbard, and his participation as an attorney have a unique value which is accurately and properly reflected in the allocations set forth herein.

Nancy Dincalci
NANCY DINCALCI

DATE: *Dec 5, 1986*

Kima Douglas
KIMA DOUGLAS

DATE: *Dec 5 - 1986*

Robert Dardano
ROBERT DARDANO

DATE: *Dec 20 1986*

WARREN FRISKE

DATE: _____

Laurel Sullivan
LAUREL SULLIVAN

DATE: *Dec 7 1986*

John Christopher

DATE: *Dec 11 1986*

John Christopher

DATE: *Dec 6, 1986*

CAROL GARRITY

DATE: _____

Paul Garrity

WILLIAM FRANKS

DATE: E.D.K.

Edward Walters

EDWARD WALTERS

DATE: December 7th 1986

Howard Schomer

HOWARD SCHOMER

DATE: 12-5-86

Martin Samuels

MARTIN SAMUELS

DATE: Dec 4, 1986

Gerald Armstrong

GERALD ARMSTRONG

DATE: 12-6-86

MICHAEL J. FLYNN

DATE: _____

CONTOS & BUNCH
A PROFESSIONAL CORPORATION

BY: Bruce M. Bunch
BRUCE M. BUNCH - JULIA PRASOENIC

DATE: 12-10-86

Gary Mc Murray

GARY MC MURRAY

DATE: December 6, 1986

ROBERT KILBOURNE

DATE: _____

Jane Paterson
3:3:17

DATE: _____

Richard Paterson

DATE: _____

DATE: 12/5/86

STATE OF CALIFORNIA, COUNTY OF

I am the

in the above entitled action or proceeding; I have read the foregoing

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ at _____ California

(date)

(place)

(Signature)

PROOF OF SERVICE BY MAIL (1013a, 2015 C. C. P.)

STATE OF CALIFORNIA, COUNTY OF

I am a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is:

P.O. Box 511, Pacific Palisades, Ca. 90272

On December 30, 1988, I served the within Interrogatories Propounded

By Defenasnt to Plaintiff Jentzh

~~in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the~~

United States mail at _____
addressed as follows:

Mr. Kendrick Moxon
Mr. Timothy Bowles
6255 Sunset Boulevard
Suite 2000
Los Angeles CA 90028

Mr. James Berry
Wyman Bautzer Christiansen
Kuchel & Silbert
2049 Century Park East
14th Floor
Los Angeles CA 90067

~~I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct.~~

Executed on 1/5/89 at Los Angeles California

(date)

(place)

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION

Civ. No. B _____
(Super. Ct. No. C420153)

CHURCH OF SCIENTOLOGY OF CALIFORNIA
and MARY SUE HUBBARD,

Plaintiff-Petitioners,

-against-

GERALD ARMSTRONG,

Defendant.

CHURCH OF SCIENTOLOGY OF CALIFORNIA
and MARY SUE HUBBARD,

Petitioners,

-against-

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES,

Respondents.

BENT CORYDON, Real Party in Interest

Petition From Superior Court of California
County of Los Angeles
Judge Bruce R. Geernaert

PETITION FOR WRIT OF SUPERSEDEAS
OR OTHER APPROPRIATE STAY ORDER
MEMORANDUM OF LAW
STAY REQUESTED

ERIC M. LIEBERMAN
RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN, P.C.
740 Broadway at Astor Place
Fifth Floor
New York, New York 10003
(212) 254-1111

BOWLES & MOXON
6255 Sunset Boulevard
Suite 2000
Hollywood, CA 90028
(213) 661-4030

Counsel for Plaintiff-Petitioners

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DEPT. 56

DATE 11/30/88

HONORABLE BRUCE R. GEERNAERT

JUDGE

M FITZGERALD

DEPUTY CLERK _____

HONORABLE

JUDGE PROTEM

M. MEDARIS, CT. ASSIST

Deputy Sheriff

M. PETTIT

Reporter
(Parties and counsel checked if present)

1:00 am

C420153

Church of Scientology of Calif.

vs.

Gerald Armstrong,

Counsel for
Plaintiff

BOWLES & MOXON

BY; TIMOTHY BOWLES ✓

Counsel for
Defendant

RABINOWITZ, BOUDIN, ETC.

BY; ERIC LIEBERMAN ✓

SAYRE, MORENO, PURCELL, ETC.

BY; TOBY L. PLEVIN ✓

PAUL MORANTZ ✓

NATURE OF PROCEEDINGS.

PLAINTIFF/INTERVENOR'S AND CROSS/DEFENDANT'S
MOTION FOR CLARIFICATION AND/OR RECONSIDERATION
TO PRESERVE SEAL ON ONE DOCUMENT PREVIOUSLY HELD
EXCLUDED FROM EVIDENCE AND HELD TO BE PROTECTED
BY ATTORNEY/CLIENT PRIVILEGE, AND FIVE ADDITIONAL
DOCUMENTS PREVIOUSLY EXCLUDED FROM EVIDENCE AND
MAINTAINED UNDER SEAL,

The Court's order of November 9, 1988 is clarified
as follows:

It does not relate nor require the unsealing of
Exhibits 500-CCCC or 500-5CS (the two audio tapes)
nor to Exhibits 500-5K, 500-5L, 500-5O, 500-5P, and
500-6O.

With regard to the last five designated documents
this order is without prejudice to a further motion
specifically directed to these documents in connection
with discovery in the other case.

Moving Party to submit proposed order which would
call for file to be unsealed and sequestered.

K

MINUTES ENTERED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 56

HON. BRUCE R. GEERNAERT, JUDGE

CHURCH OF SCIENTOLOGY OF CALIFORNIA,

PLAINTIFF,

VS.

GERALD ARMSTRONG,

DEFENDANT.

NO. C 420 153

REPORTER'S TRANSCRIPT OF PROCEEDINGS

WEDNESDAY, NOVEMBER 30, 1988

APPEARANCES:

FOR CHURCH OF SCIENTOLOGY
OF CALIFORNIA:

BOWLES & MOXON
BY: HENDRICK MOXON
6255 SUNSET BOULEVARD,
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028
(213) 661-4030

FOR MARY SUE HUBBARD:

RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN
BY: ERIC LIEBERMAN
740 BROADWAY, FIFTH FLOOR
NEW YORK, NEW YORK 10003-9518
~~(212) 982-9879~~

FOR MARY AND BENT CORYDON:

TOBY L. PLEVIN
10866 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90024
(213) 475-0505

FOR BENT CORYDON:

PAUL MARANTZ
P.O. BOX 511
PACIFIC PALISADES, CALIFORNIA 90272
(213) 459-4745

COPY

MICHAEL W. PETTIT, CSR #2053
OFFICIAL REPORTER

L

1 ABLE TO USE THEM IN LITIGATION AND NOT TO GIVE THEM TO ANY
2 OTHER THIRD PARTIES WITHOUT COURT APPROVAL. IT'S STILL
3 DISCLOSED.

4 THE COURT: LET ME READ THIS.

5 (PAUSE.)

6 THE COURT: THIS REALLY DOESN'T ASSIST ME IN DECIDING
7 ANY MERIT ON KEEPING THESE SEALED.

8 MR. LIEBERMAN: WELL, YOUR HONOR, LET ME BACK UP A
9 MINUTE. WHAT WE HAVE AS A RESULT OF THIS ORDER IS WE HAVE
10 THE ORIGINAL SEALING ORDER BY JUDGE COLE.

11 THE COURT: LET ME SEE THAT, IF YOU WOULD. I MEAN
12 THE RECORD SHOULD SHOW THAT THIS FILE INVOLVES SOME 28 OR 29
13 VOLUMES, AND SO JUST TO CHARACTERIZE AN ORDER PUTS A
14 TERRIBLE BURDEN ON THE COURT UNLESS YOU GIVE ME A COPY OF
15 IT.

16 MR. LIEBERMAN: I UNDERSTAND THAT, YOUR HONOR.

17 THE COURT: BUT THAT'S WHAT YOU DO IN YOUR PAPERS;
18 YOU JUST SAY WHAT THE ORDERS SAY WITHOUT EVEN GIVING THE
19 DATES OF THEM.

20 MR. MOXON: I'VE GOT IT HERE, YOUR HONOR, IF I MAY
21 BRING THIS UP. I'LL TAKE IT OUT OF THIS BINDER (HANDING).

22 THE COURT: ALL RIGHT. THANK YOU. NOW, THIS ORDER
23 DESCRIBES DOCUMENTS TO BE TURNED OVER TO THE CLERK AND TO
24 REMAIN IN THE POSSESSION OF THE CLERK TO BE VIEWED BY THE
25 ATTORNEYS OF RECORD OF THE PARTIES LIMITED HERETO. AND THE
26 DESCRIPTION OF THE DOCUMENTS -- THEY ARE NOT CONFIDENTIAL
27 DOCUMENTS. I MEAN WHETHER THEY ARE CONFIDENTIAL OR NOT,
28 THEY ARE NOT PRIVILEGED DOCUMENTS. I MEAN THEY ARE

1 LETTERS -- WELL, IT'S DESCRIBED AS, "DOCUMENTS AND MATERIALS
2 PROVIDED TO THEM AT ANY TIME BY DEFENDANT ARMSTRONG
3 PERTAINING TO THE CHURCH OF SCIENTOLOGY AS ABOVE REFERENCED
4 IN THE PRECEDING PARAGRAPH OF THIS ORDER AND SPECIFICALLY
5 INCLUDING," AND THEN IT DESCRIBES LETTERS FROM RON L.
6 HUBBARD AND CORRESPONDENCE BETWEEN HUBBARD AND DON PURCELL
7 AND LETTERS AND OTHER DOCUMENTS CONCERNING THE HUBBARD
8 EXPLORATION COMPANY AND OTHERS, BUT THERE'S NOTHING ABOUT
9 THIS ORDER THAT WOULD ALLOW ME AT LEAST TO CONCLUDE THAT
10 THEY SHOULD REMAIN SEALED AT THIS TIME.

11 MR. LIEBERMAN: WELL, LET ME TRY AND EXPLAIN WHY I
12 THINK YOUR HONOR SHOULD DO THAT. THE BASIS OF THIS LAWSUIT
13 BY BOTH THE CHURCH AND BY MRS. HUBBARD WAS TO PROTECT
14 PRIVATE INTERESTS IN THESE DOCUMENTS. THESE WERE PRIVATE
15 DOCUMENTS THAT INCLUDED LETTERS, DIARIES, ET CETERA.

16 THE COURT: PRIVACY GIVES WAY TO DISCOVERY IN
17 LITIGATION.

18 MR. LIEBERMAN: I AGREE WITH YOU, YOUR HONOR.
19 HOWEVER, THERE WAS ALSO A PRELIMINARY INJUNCTION ISSUED
20 SUBSEQUENT --

21 THE COURT: THAT'S NOT AN ABSOLUTE STATEMENT, BUT IT
22 GIVES WAY EXCEPT IN UNUSUAL CIRCUMSTANCES.

23 MR. LIEBERMAN: WELL, BUT IT GIVES WAY, YOUR HONOR,
24 WHEN IT IS RELEVANT TO OUTSTANDING LITIGATION.

25 THE COURT: NO. IT'S EVEN BROADER THAN "RELEVANT."
26 IT'S "RELEVANT" OR "MIGHT LEAD TO RELEVANCE."

27 MR. LIEBERMAN: THAT'S RIGHT. THAT'S RIGHT. NOW,
28 WHAT JUDGE BRECKENRIDGE DID HERE WAS THAT HE SEALED THESE

1 DOCUMENTS ON THE BASIS OF PRIVACY AND ALLOWED PARTIES TO
2 COME IN AND MAKE A SHOWING THAT THEY ARE RELEVANT TO
3 OUTSTANDING LITIGATION. WHAT THE UNITED STATES DID IN THIS
4 MINUTE ORDER OF FEBRUARY 25TH IS IT CAME IN AND IT ASKED FOR
5 ABOUT 15 DOCUMENTS, AS YOU SEE FROM THE ORDER. HE DENIED
6 MOST OF THEM ON THE BASIS OF EITHER PRIVILEGE OR RELEVANCE
7 AND GRANTED FIVE OF THEM PURSUANT TO A PROTECTIVE ORDER.
8 THE REASON THE PROTECTIVE ORDER WAS GRANTED WAS PRECISELY
9 BECAUSE THESE DOCUMENTS CONSTITUTED THE SUBJECT MATTER OF
10 THE LITIGATION AND HAD BEEN FOUND BY JUDGE BRECKENRIDGE TO
11 BE PRIVATE AND ENTITLED TO PROTECTION EXCEPT WHERE A
12 COMPELLING --

13 THE COURT: I DON'T SEE THAT KIND OF A FINDING BY
14 JUDGE BRECKENRIDGE. I DON'T SEE ANYTHING LIKE THAT. AND I
15 WONDER WHAT THE BASIS WOULD BE FOR IT. BASED ON THE HISTORY
16 OF THIS FILE, I DON'T SEE A BASIS FOR DETERMINING THAT THE
17 DOCUMENTS PRODUCED PURSUANT TO JUDGE COLE'S ORDER ARE ANY
18 DIFFERENT THAN ANY OTHER LITIGANT'S DOCUMENTS THAT THEY HAVE
19 IN THEIR POSSESSION AND THAT WOULD HAVE TO BE PRODUCED IF
20 THEY WERE INVOLVED IN A LAWSUIT IF THEY WERE EITHER RELEVANT
21 OR POSSIBLY RELEVANT TO THE ISSUES IN A CASE.

22 MR. LIEBERMAN: YES. BUT SOMEBODY WOULD HAVE TO MAKE
23 A REQUEST FOR DISCOVERY. WE WOULD HAVE THE RIGHT TO OPPOSE
24 IT ON THE BASIS OF IRRELEVANCE AND PRIVACY. THEY WOULD HAVE
25 TO MAKE A DEMONSTRATION.

26 THE COURT: BUT YOU'RE NOT SAYING THESE ARE
27 IRRELEVANT.

28 MR. LIEBERMAN: THEY HAVE NOT SHOWN ANY RELEVANCE,

1 TO WHETHER OR NOT THEY HAVE BEEN CANDID WITH YOU IN THEIR
2 RESPONSES TO YOUR DISCOVERY REQUESTS.

3 MR. MORANTZ: YOUR HONOR, I WANT TO HAVE -- IF I MAY
4 APPROACH -- THE OPPORTUNITY TO EXPLAIN TO THE COURT WHY I
5 BELIEVE THE COURT SHOULD NOT MAKE THE ORDER THAT IT IS NOW
6 SUGGESTING, IF I MAY.

7 THE COURT: ALL RIGHT.

8 MR. MORANTZ: TO COMMENCE WITH, WE HAVE ATTACHED THE
9 DECLARATION OF A FORMER TOP SCIENTOLOGY OFFICIAL, VICKI
10 ASNARAN, INDICATING THAT DURING THE ACTUAL TRIAL OF THIS
11 CASE THE DISCOVERY REQUEST OF SCIENTOLOGY WAS DISOBEYED --
12 THAT SCIENTOLOGY WOULD DESTROY DOCUMENTS THAT WERE ORDERED
13 PRODUCED BY JUDGE BRECKENRIDGE RATHER THAN PRODUCING THEM.
14 HER DECLARATION IS PART OF THE ORIGINAL MOVING PAPERS TO BE
15 FILED WITH THIS COURT. SECOND, THE DOCUMENTS THEMSELVES
16 WERE NOT ONLY NOT SUBJECT TO ANY PRIVILEGE BUT WERE GIVEN TO
17 MR. ARMSTRONG FOR PURPOSES OF WRITING A BOOK. THEY WERE
18 GIVEN AWAY. SO IT WASN'T SOMETHING AS COUNSEL HAS --

19 THE COURT: I'M AGREEING WITH YOU. I DO NOT SEE THE
20 BASIS FOR A PRIVILEGE, BUT THE BURDEN IS ON YOU TO SHOW THAT
21 THESE FALL WITHIN SOME LEGITIMATE DISCOVERY REQUEST OF
22 YOURS. AND IF YOU DO THAT, IN OTHER WORDS, IF YOU MAKE A
23 REQUEST TO WHICH THESE DOCUMENTS ARE RESPONSIVE, THEN THEY
24 WILL IDENTIFY THOSE DOCUMENTS. AND ULTIMATELY IF YOU
25 BELIEVE THEY ARE NOT BEING CANDID ABOUT IT, YOU CAN FILE A
26 MOTION AND SAY, "HERE'S OUR REQUEST. THEY SAID NONE OF
27 THESE DOCUMENTS ARE RELEVANT." AND THEN I'LL REVIEW IT AND
28 FIND OUT. BECAUSE THAT'S WHAT WOULD HAPPEN IF THIS HAD

1 NEVER BEEN SEALED. IF THESE DOCUMENTS HAD NEVER BEEN SEALED
2 HERE, THEN YOU WOULD BE SUBJECT TO THE DEFENDANTS'
3 CANDIDNESS IN MAKING RESPONSES.

4 MR. MORANTZ: IT'S NOT QUITE CORRECT, YOUR HONOR.
5 WHAT HAS HAPPENED WAS THAT BUT FOR THE SETTLEMENT THAT WAS
6 PLACED ON THIS CASE, ARMSTRONG WOULD HAVE THE DOCUMENTS
7 INDEPENDENT -- WHAT THEY DID IS IN THE SETTLEMENT -- PART OF
8 THE SETTLEMENT THEY MADE WAS THAT MR. ARMSTRONG HAS
9 CONTRACTED AWAY -- HE WILL NOT TALK TO US. THAT WAS PART OF
10 THE CONTRACT SCIENTOLOGY PLACED ON MR. ARMSTRONG. THAT'S A
11 MATTER THAT WE'LL BE DEALING WITH IN THE OTHER LITIGATION.
12 BUT THE FACT REMAINS THAT WE CAN'T MAKE A REQUEST AND ARGUE
13 WITHOUT SEEING THE DOCUMENTS. WHAT I WOULD SUGGEST AS A
14 BETTER ALTERNATIVE TO THE COURT IS THAT WE BE ABLE TO VIEW
15 THE DOCUMENTS BUT NOT COPY THE SAME, THAT WE WOULD THEN MAKE
16 MOTIONS TO THE COURT IN WHICH THE ACTION IS PENDING FOR THE
17 COURT TO DETERMINE IF THOSE DOCUMENTS ARE RELEVANT, AND THEN
18 IF WE BRING BACK AN ORDER --

19 THE COURT: I'M NOT GOING TO DO IT THAT WAY. HERE'S
20 THE ORDER: THE COURT'S ORDER OF NOVEMBER 9TH, 1988 IS
21 CLARIFIED AS FOLLOWS: IT DOES NOT RELATE TO NOR REQUIRE THE
22 UNSEALING OF EXHIBIT 500-CCCC, OR 500-5 C'S, THE TWO TAPES,
23 AUDIO TAPES, NOR TO EXHIBITS -- THE COPY IS SO BAD HERE I'M
24 LOOKING AT THE -- I GUESS YOU PUT THEM IN YOUR MOVING
25 PAPERS. HERE IT IS. -- NOR TO DOCUMENTS EXHIBITS 500-5K,
26 500-5L, 500-5O, 500-5P, AND 500-6O. WITH REGARD TO THE LAST
27 FIVE DESIGNATED DOCUMENTS, THIS ORDER IS WITHOUT PREJUDICE
28 TO A FURTHER MOTION SPECIFICALLY DIRECTED TO THESE DOCUMENTS

1 IN CONNECTION WITH DISCOVERY IN THE OTHER CASE.

2 MR. MORANTZ: YOUR HONOR, IF I MAY, THERE'S ANOTHER
3 PROBLEM I WISH TO ADDRESS THE COURT ON, IF I MAY. IF THE
4 COURT MAKES AN ORDER AS SUCH, IT WOULD -- IN MY CASES WITH
5 MR. CORYDON IT WOULD BE A FUTILE EFFORT. I COULD NOT SEND
6 SUCH A DISCOVERY REQUEST. THE PLAINTIFFS ARE
7 SCIENTOLOGISTS, NOT THE CHURCH OF SCIENTOLOGY. SO I COULD
8 NOT ADDRESS -- THEY WOULD BE ABLE TO ANSWER THAT SUCH
9 DOCUMENTS -- THE CHURCH OF SCIENTOLOGY MIGHT SAY --

10 THE COURT: THAT'S NOT CORRECT. YOU CAN DO DISCOVERY
11 FROM A NONPARTY.

12 MR. MORANTZ: YOU MEAN SERVE A SUBPOENA ON THE CHURCH
13 OF SCIENTOLOGY THAT SAID THESE DOCUMENTS IN THIS COURT
14 FILE -- THEY WOULDN'T BE OBLIGATED TO PRODUCE THEM. I
15 COULDN'T SERVE A SET OF INTERROGATORIES ASKING THEM TO
16 IDENTIFY SUCH DOCUMENTS, AND I COULDN'T SERVE ANYTHING ON
17 THEM TO PRODUCE THEM.

18 THE COURT: YOU CAN DO A DEPOSITION, WRITTEN
19 DEPOSITION QUESTIONS TO A NONPARTY.

20 MR. MORANTZ: HOW WOULD I DESIGNATE WHICH PARTY WOULD
21 HAVE KNOWLEDGE OF WHAT THE CONTENTS ARE OF THESE PARTICULAR
22 DOCUMENTS?

23 THE COURT: YOU'RE NOT UNDERSTANDING. I'M NOT
24 SUGGESTING THAT YOU CAN ASK THEM WHAT IS IN THOSE DOCUMENTS.
25 THAT'S NOT NECESSARILY RELEVANT. THAT DOESN'T SHOW
26 RELEVANCE TO YOUR OTHER CASE. YOU CAN GIVE THEM DISCOVERY
27 ON THE SUBJECTS OF YOUR LAWSUIT. AND I'M SAYING RIGHT NOW
28 THAT THEY ARE REQUIRED IN ANSWERING ALL OF YOUR DISCOVERY TO

1 INDICATE WHETHER OR NOT ANY OF THESE FIVE DOCUMENTS ARE
2 RESPONSIVE TO YOUR DISCOVERY REQUEST. AND IF THEY SO
3 INDICATE THAT THESE DOCUMENTS OR ONE OR TWO OF THEM OR
4 WHATEVER ARE RESPONSIVE, THEN YOU WILL BE ABLE TO MAKE A
5 DISCRETE MOTION WITH REGARD TO THOSE DOCUMENTS. IF THEY
6 INDICATE THAT, NO, NONE OF THESE DOCUMENTS ARE RESPONSIVE TO
7 ANY OF YOUR DISCOVERY, THEN YOU MAY MAKE A MOTION, IF YOU
8 ARE SO INCLINED, TO HAVE THE COURT REVIEW THOSE DOCUMENTS TO
9 DETERMINE WHETHER OR NOT THEY HAVE TRUTHFULLY RESPONDED TO
10 YOUR DISCOVERY.

11 MR. MORANTZ: WHAT I WOULD ASK IS IF I COULD MAKE AN
12 OFFER OF PROOF AS TO THE RELEVANCE OF THE WRITTEN
13 DOCUMENTS --

14 THE COURT: WE'RE ALL THROUGH WITH THE HEARING,
15 COUNSEL. THAT'S THE PROCEDURE WE'RE GOING TO DO.

16 MS. PLEVIN: THERE IS ANOTHER ADDITIONAL ISSUE I
17 THINK WOULD BE USEFUL TO CLARIFY AT THIS POINT, AND THAT IS
18 THE PROCEDURE FOR UNSEALING THE FILES. WE'VE GOT A
19 SITUATION WHERE THERE ARE CERTAIN DOCUMENTS WHICH YOU'VE
20 INDICATED WHICH WILL NOT BE UNSEALED AT THE TIME. WE ALSO
21 ~~HAVE A BACKGROUND HERE WHICH IS REFLECTED IN MS. ASNARAN'S~~

22 DECLARATION OF IMPROPER DEALING WITH DOCUMENTARY EVIDENCE BY
23 THE CHURCH OF SCIENTOLOGY.

24 THE COURT: WHAT DO YOU PROPOSE?

25 MS. PLEVIN: I PROPOSE THAT THE FILE BE UNSEALED IN
26 CHAMBERS UNDER YOUR SUPERVISION WITH A --

27 THE COURT: I DON'T HAVE TIME TO DO THAT. I'M SORRY.
28 I'M NOT GOING TO BE A POLICE OFFICER HERE.

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Appendix

Defendant Armstrong was involved with Scientology from 1969 through 1981, a period spanning 12 years. During that time he was a dedicated and devoted member who revered the founder, L. Ron Hubbard. There was little that Defendant Armstrong would not do for Hubbard or the Organization. He gave up formal education, one-third of his life, money and anything he could give in order to further the goals of Scientology, goals he believed were based upon the truth, honesty, integrity of Hubbard and the Organization.

From 1971 through 1981, Defendant Armstrong was a member of the Sea Organization, a group of highly trained scientologists who were considered the upper echelon of the Scientology organization. During those years he was placed in various locations, but it was never made clear to him exactly which Scientology corporation he was working for. Defendant Armstrong understood that, ultimately, he was working for L. Ron Hubbard, who controlled all Scientology finances, personnel, and operations while Defendant was in the Sea Organization.

Beginning in 1979 Defendant Armstrong resided at Gilman Hot Springs, California, in Hubbard's "Household Unit." The Household Unit took care of the personal wishes and needs of Hubbard at many levels. Defendant Armstrong acted as the L. Ron Hubbard Renovations In-Charge and was responsible for renovations, decoration, and maintenance of Hubbard's home and office at Gilman Hot Springs.

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1 In January of 1980 there was an announcement of a possible
2 raid to be made by the FBI or other law enforcement agencies of
3 the property. Everyone on the property was required by
4 Hubbard's representatives, the Commodore's Messengers, to go
5 through all documents located on the property and "vet" or
6 destroy anything which showed that Hubbard controlled
7 Scientology organizations, retained financial control, or was
8 issuing orders to people at Gilman Hot Springs.

9 A commercial paper shredder was rented and operated day
10 and night for two weeks to destroy hundreds of thousands of
11 pages of documents.

12 During the period of shredding, Brenda Black, the
13 individual responsible for storage of Hubbard's personal
14 belongings at Gilman Hot Springs, came to Defendant Armstrong
15 with a box of documents and asked whether they were to be
16 shredded. Defendant Armstrong reviewed the documents and found
17 that they consisted of a wide variety of documents including
18 Hubbard's personal papers, diaries, and other writings from a
19 time before he started Dianetics in 1950, together with
20 documents belonging to third persons which had apparently been
21 stolen by Hubbard or his agents. Defendant Armstrong took the
22 documents from Ms. Black and placed them in a safe location on
23 the property. He then searched for and located another twenty
24 or more boxes containing similar materials, which were poorly
25 maintained.

26 On January 8, 1980, Defendant Armstrong wrote a petition
27 to Hubbard requesting his permission to perform the research
28 for a biography to be done about his life. The petition states

1 research assistant, office supplies and any r
2 archival and interview materials in connection with
3 the writing of the Work."

4 The "research assistant" provided to Mr. Garrison was
5 Defendant Armstrong.

6 During 1980 Defendant Armstrong exchanged correspondence
7 with Intervenor regarding the biography project. Following his
8 approval by Hubbard as biography researcher, Defendant
9 Armstrong wrote to Intervenor on February 5, 1980, advising her
10 of the scope of the project. In the letter Defendant stated
11 that he had found documents which included Hubbard's diary from
12 his Orient trip, poems, essays from his youth, and several
13 personal letters, as well as other things.

14 By letter of February 11, 1980, Intervenor responded to
15 Defendant, acknowledging that he would be carrying out the
16 duties of Biography Researcher.

17 On October 14, 1980, Defendant Armstrong again wrote to
18 Intervenor, updating her on "Archives materials" and proposing
19 certain guidelines for the handling of those materials.

20 It was Intervenor who, in early 1981, ordered certain
21 biographical materials from "Controller Archives" to be
22 delivered to Defendant Armstrong. These materials consisted of
23 several letters written by Hubbard in the 1920's and 1930's,
24 Hubbard's Boy Scout books and materials, several old Hubbard
25 family photographs, a diary kept by Hubbard in his youth, and
26 several other items.

27 Defendant Armstrong received these materials upon the
28 order of Intervenor, following his letter of October 15, 1980,

1 Hubbard and was convinced that any information which he
2 discovered to be unflattering of Hubbard or contradictory to
3 what Hubbard has said about himself, was a lie being spread by
4 Hubbard's enemies. Even when Defendant Armstrong located
5 documents in Hubbard's Archives which indicated that
6 representations made by Hubbard and the Organization were
7 untrue, Defendant Armstrong would find some means to "explain
8 away" the contradictory information.

9 Slowly, however, throughout 1981, Defendant Armstrong
10 began to see that Hubbard and the Organization had continuously
11 lied about Hubbard's past, his credentials, and his
12 accomplishments. Defendant Armstrong believed, in good faith,
13 that the only means by which Scientology could succeed in what
14 Defendant Armstrong believed was its goal of creating an
15 ethical environment on earth, and the only way Hubbard could be
16 free of his critics, would be for Hubbard and the Organization
17 to discontinue the lies about Hubbard's past, his credentials,
18 and accomplishments. Defendant Armstrong resisted any public
19 relations piece or announcement about Hubbard which the L. Ron
20 Hubbard Public Relations Bureau proposed for publication which
21 was not factual. Defendant Armstrong attempted to change and
22 make accurate the various "about the author" sections in
23 Scientology books, and further, Defendant rewrote or critiqued
24 several of these and other publications for the L. Ron Hubbard
25 Public Relations Bureau and various Scientology Organizations.
26 Defendant Armstrong believed and desired that the Scientology
27 Organization and its leader discontinue the perpetration of the

28 ///

1 massive fraud upon the innocent followers of Scientology, and
2 the public at large.

3 Because of Defendant Armstrong's actions, in late November
4 of 1981, Defendant was requested to come to Gilman Hot Springs
5 by Commodore Messenger Organization Executive, Cirrus Slevin.
6 Defendant Armstrong was ordered to undergo a "security check,"
7 which involved Defendant Armstrong's interrogation while
8 connected to a crude Scientology lie detector machine called an
9 E-meter.

10 The Organization wished to determine what materials
11 Defendant Armstrong had provided to Omar Garrison. Defendant
12 Armstrong was struck by the realization that the Organization
13 would not work with him to correct the numerous fraudulent
14 representations made to followers of Scientology and the public
15 about L. Ron Hubbard and the Organization itself. Defendant
16 Armstrong, who, for twelve years of his life, had placed his
17 complete and full trust in Mr. and Mrs. Hubbard and the
18 Scientology Organization, saw that his trust had no meaning and
19 that the massive frauds perpetrated about Hubbard's past,
20 credentials, and accomplishments would continue to be spread.

21 Less than three weeks before Defendant Armstrong left
22 Scientology, he wrote a letter to Cirrus Slevin on November 25,
23 1981, in which it is clear that his intentions in airing the
24 inaccuracies, falsehoods, and frauds regarding Hubbard were
25 done in good faith. In his letter he stated as follows:

26 "If we present inaccuracies, hyperbole
27 or downright lies as fact or truth, it
28 doesn't matter what slant we give them, if

Date JULY 20, 1984

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

JUL 20 1984

HONORABLE P G BRECKENRIDGE, JR JUDGE

R HART

Deputy Clerk

J ANDERSON, COURT ATTENDANT

Deputy Sheriff

NONE

Reporter

(Parties and counsel checked if present)

C 420 153
CHURCH OF SCIENTOLOGY OF
CALIFORNIA,
VS
GERALD ARMSTRONG, .

Counsel for
Plaintiff

Counsel for
Defendant

MARY SUE HIBBARD - INTERVENOR

NATURE OF PROCEEDINGS REQUEST OF DEFENDANT THAT MEMORANDUM BE DEEMED
STATEMENT OF DECISION

Plaintiffs not having requested such, the Court grants defendant's motion, and the Memorandum of Intended Decision will henceforth be deemed the Court's "Statement of Decision".

A copy of this minute order is mailed to all counsel.

N

PENTHOUSE FEEDBACK

a serious dialogue between readers and editors concerning the editorial content of Penthouse—its aspirations and its areas of interest. Letters for publication should carry name and address (in capitals, please), although these will be withheld on request, by the Editor. Send to Penthouse Feedback, Penthouse International, Ltd., 1965 Broadway, New York, N.Y. 10023-5965. Views published are not necessarily endorsed editorially.

Editors' note: The interview with L. Ron Hubbard, Jr. (aka Ron DeWolf), which was published in the June 1983 issue of Penthouse, was one of the most controversial features that ever appeared in the magazine. In the interest of fairness, we are now publishing the other side, as presented by the Reverend Heber Jentzsch, President of the Church of Scientology;

With over fifty years of writing behind him, L. Ron Hubbard has become a combination of myth, fact, and legend. His *New York Times* best-selling novel *Battlefield Earth* is no myth. Nor are the hundreds of awards and recognitions he has received for his contributions to social rehabilitation and humanitarian programs. (Some are pictured on page 32.) The following is an exclusive account about one of the most colorful men of our time.

It was a great story. An exclusive.

The editors were, naturally, excited.

The reclusive leader of a multi-million-dollar empire had not been seen in public for years and had refused any media contact. But now someone had a direct "inside line" and the story was going to be told for the first time.

But the promised story never appeared. The recluse had suddenly and unexpectedly spoken out and the "autobiography" of Howard Hughes was exposed as a hoax. Clifford Irving, the writer who had promised the world a story about Howard Hughes, became the story instead. Irving and his wife pled guilty and were sent to jail for seventeen months.

Ronald Edward DeWolf, a \$500-a-month Carson City, Nev., apartment-house manager, also had a story. Although he had not seen his estranged father, best-selling author and philosopher L. Ron Hubbard, for twenty-four years, DeWolf was convinced it didn't matter. Like Irving, DeWolf did not expect his target to speak out. He knew that his father preferred his privacy and would decline to make any public appearances. Thus DeWolf thought the stage was his to use with impunity.

DeWolf's unlikely forum was a small probate court in Riverside, Calif., where he filed a petition, in November 1982, claiming that his father was either dead, missing, or incompetent to handle his affairs and that the estate should be turned over to DeWolf.

The key was publicity. All DeWolf had to do was to create an uproar with allegations the media love to print and then wait

either for the full estate or a healthy settlement.

The plan probably seemed simple enough. The last thing DeWolf expected was that the court would ask DeWolf to pay and Hubbard's right to privacy strengthened by the court. Like Irving, DeWolf made one serious mistake: "I felt it was about time that I quit fooling around and being a child and quit messing about and lay the facts on the line and say what I have been doing is a whole lot of lying, a whole lot of damage to a lot of people that I value highly"—Ronald DeWolf, videotaped interview, Nov. 7, 1972.

Publicly lying and then privately recanting is not new to Ron DeWolf. He has virtually made it a profession.

It was 1972 in Los Angeles. Clifford Irving had pled guilty a few months before. Ron DeWolf leaned back in the chair, waiting for the private TV interview to start. This would be the second recantation of public statements he had made about Hubbard and the Church of Scientology.

He pulled on the cigarette and joked nervously about the TV camera being readied in front of him. The clock behind him was a guarantee that DeWolf could not claim later that the film was altered or edited in any way.

The precautions were not uncalled for. Three years earlier, on September 22, 1969, DeWolf had recanted his 1967 statements to the Internal Revenue Service—and then changed his mind. This time it would be recorded on film.

"Okay, we're ready," came the voice.

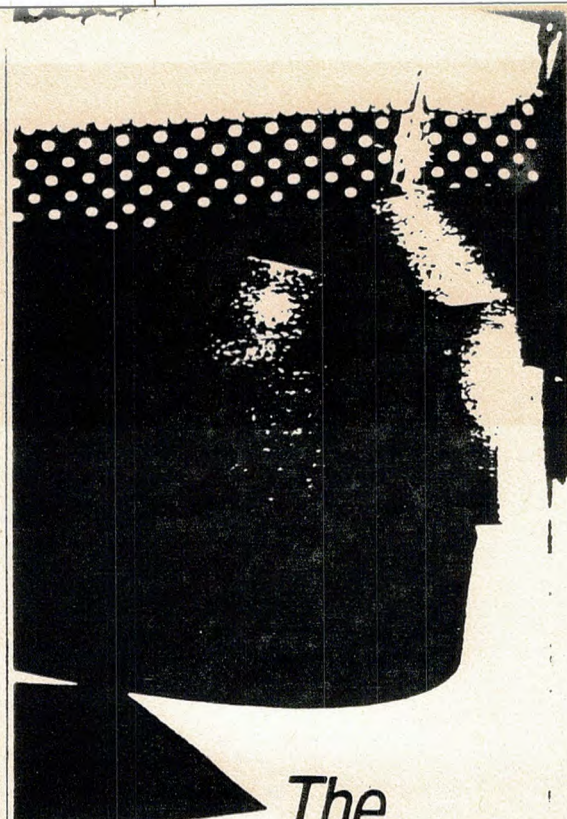
The second recantation of Ron DeWolf had started.

After verifying that he knew that he was being filmed and that he was appearing of his own free will, without coercion or compensation of any kind, the interview moved into the allegations.

DeWolf stated that he had left the church and his father in 1959 and had been spreading various allegations about both over the last nine years. DeWolf said he felt that "it was time to really tell the truth . . . let the facts and truth be known and to stop doing things like making rather blatant lies, and that kind of thing."

After reading a new affidavit that said his 1967 sworn testimony against the church was "incomplete" and "misleading," DeWolf was asked about allegations that he had made against Hubbard and the church. One by one, he recanted them for the TV camera:

• That Hubbard makes personal profit from the church. DeWolf: "I actually be-



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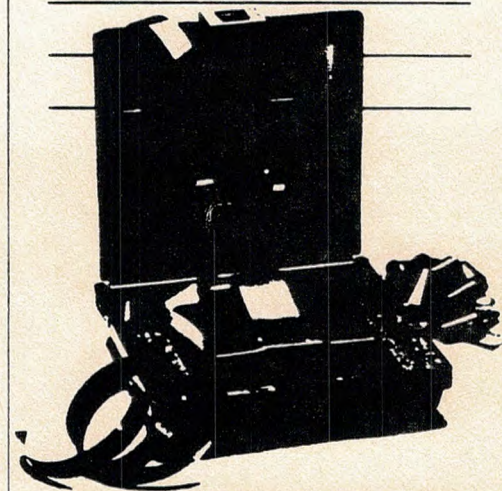
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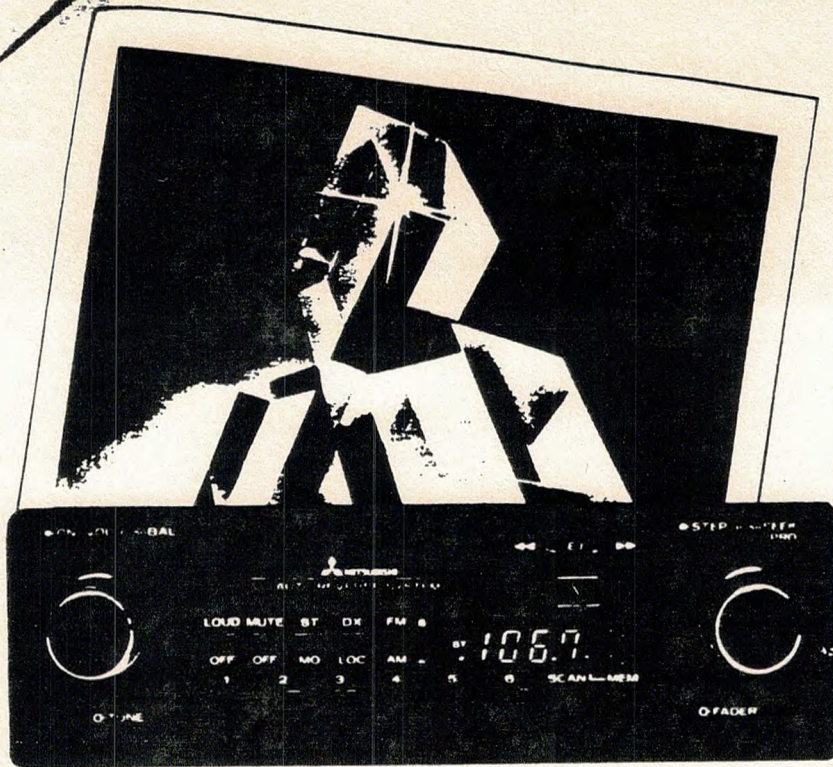
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rieved it false then and believe it false now."

- That church confessionals were used to put "leverage" on people DeWolf: "That is untrue."

- That Scientology breaks up families. DeWolf: "No, I've been married nineteen years and mine is still together."

- That Scientology harms people. DeWolf: "No, no, it was an incorrect statement, because as far as I'm concerned Scientology does do what it says it can do."

- That there had been kidnapping. DeWolf: "That was pure fiction, just off the top of my head and so the [Pause.] as far as the various statements I have made were concerned, they were wrong and I regret them." The interviewer nodded as DeWolf went on. "And as far as I'm concerned, I wish to make these right. And I think my request to do this, and it is my request to do it, like being videotaped on November 7 at—the time is two—that this tape is not edited, that it has been continuous and it is by my request."

The second recantation of Ron DeWolf was over.

In the weeks and months to come, DeWolf corrected other statements he had made over the years. On January 26, 1973, he wrote a British author, saying that he (DeWolf) had not been a leading official of the church, as he had claimed; that his father had not abused his mother, as DeWolf had falsely claimed; that Hubbard had never mistreated him; and that permission to use these earlier claims was withdrawn.

On February 5, 1973, DeWolf wrote to New York radio station WBAI to tell them that his statements made on August 17, 1972, were false, vindictive, malicious, unfounded in fact, and unsupported in documentation. He asked that the program not be rebroadcast or reused.

Ten years later, however, the Clifford Irving of Scientology was back again.

When L. Ron Hubbard's book *Battlefield Earth* was released in 1982, reviewers characterized the novel as if they were actually characterizing the author.

The Baltimore *Evening Sun*, for example, said, "Think of the 'Star Wars' sagas, and 'Raiders of the Lost Ark,' mix in the triumph of 'Rocky I,' 'Rocky II' and 'Rocky III' and you have captured the exuberance, style and glory of *Battlefield Earth*."

The same could be said of Hubbard's life. The difference between the book and the man is that the book is "fiction." L. Ron Hubbard is not.

Whether he was sailing across the Pacific, learning the songs of an Indian tribe that had just made him a blood brother, panning for gold, shaking hands with the president of the United States, or barnstorming across the Midwest, L. Ron Hubbard's youth was filled with enough adventure for a hundred lives. While fellow students struggled over dusty textbooks, Hubbard was soaring in a glider and breaking records for time aloft or plowing

schooner.

During it all, Hubbard kept records of his experiences, observations, and ideas. They show a rare, natural mastery of the language that allowed him to turn professional, in 1932, with a series of articles about his aerial experiences for a national aviation magazine. Two years later, he also began to write fiction as a means of expressing his ideas.

Hubbard also had a skill so rare among writers that it was legendary within the profession—speed. While others outlined and plotted and sketched stories that went through draft after draft, Hubbard's ability to plot and write a story from beginning to end without stopping became a legend among writers who saw him at work. "I had never seen anything like it and haven't still," recalls author A. E. Van Vogt. "He would pour out the pages without stopping, tossing them on the floor and putting another one in the typewriter to continue until the story was done. It had to be seen to be believed and even then it was astounding."

The hours or days that other writers spent toiling over outlines, sketches, drafts, and rewrites, Hubbard spent studying his favorite subject—people. Anyone with a new or unique experience was colored by the flamboyant redhead and kept until the late hours of the night as if they held the final answer to a question that only Hubbard knew. Then, closeting himself (sometimes for days), he would write nonstop, until the ideas were exhausted. Then he could venture out again to look, question, and devour information before returning to his typewriter to begin the process again.

By 1941, Hubbard was writing so much that he had to use over a dozen pen names to handle editors who felt that the same writer should not appear in every issue—let alone more than once in the same month. The Second World War gave his life a new direction.

Because he loved the sea, Hubbard joined the navy. During his career as a commissioned officer, he trained entire crews to prepare the ship for active duty. How many of them, he wondered as he watched them leave, would end up as a medal on the chest of an armchair admiral in Washington?

Hubbard refrained from writing for two years. Instead, he tried to live between the demands of the naval bureaucracy and his responsibility to his crew. In free moments, he looked out at the sea as if the elusive answer would appear on the horizon. Finally, the frustrations compelled him to begin a journal as his only solace. "My salvation is to let this roll over me," Hubbard wrote, "to write, write, and write some more. To hammer keys until I am finger worn to the second joint and then to hammer keys some more. To pile up copy, stack up stories, roll the wordage, and generally conduct my life along the primary line of success I have ever had. I

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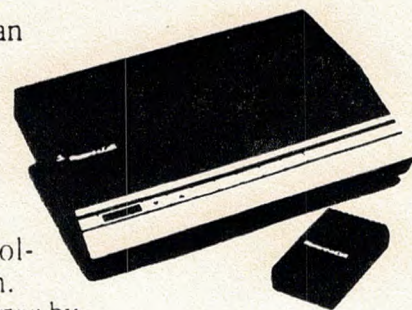
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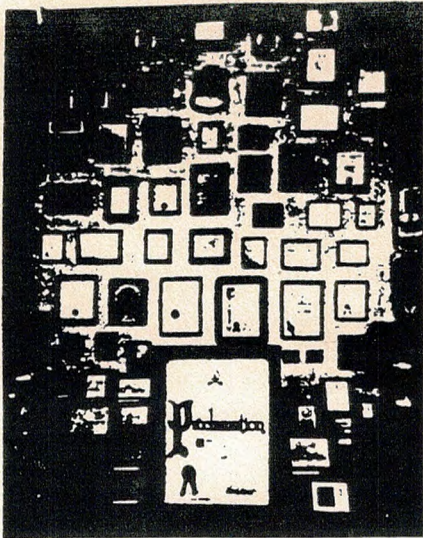
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L. Ron Hubbard, founder of the Scientology religion, with some of the awards he has received for his humanitarian programs.

write. I can always write. But to write I must be me. Peeping around a corner," he said prophetically, "there may be the eye and feeler of a philosophy which will let me do this."

Later, in 1944, he wrote, "I know that I mean good toward everyone and everything, that I would not willfully injure anyone no matter what the gain; I feel that I would, in some unclear way, improve the world and that all of my energies are bent toward a reformation for the better and the raising of my fellow man."

With the end of the war, Hubbard was suddenly adrift. He tried to return to his earlier life but his wife had sunk into alcoholism and took the children, including DeWolf, to run off with another man. The few brief years with the navy had left deep scars and impressions. The unanswered question that had been driving him now began to eat away at his very existence. Friends were worried at the difference between the man who had gone to war and the one who had returned. His face was pale and contorted in pain or worry, the eyes dulled and nearly pulled closed as he tried to block out the light that blinded him. The body, usually ramrod straight, was bent, and at times he could barely walk. Burdened with their own problems and embarrassed, they turned away.

Two years later, Hubbard's friends were again astonished. The vibrancy had suddenly reappeared, and the redhead was more buoyant than ever. He joked and sang and laughed again. The sparkle had not only returned to the wide, bright gray eyes but they had taken on a gleam that signaled something unusual had happened. The color had returned to his face and his life. Something had happened and Hubbard was eager to share it.

There was, Hubbard explained, a single cause of human misery and upset that had been completely missed by all the "experts" and "scholars." Finding it and handling it lifted a person from a dark prison of misery to a bright new outlook on life.

The source of misery was not innate but acquired, he said, during moments of pain and unconsciousness (even for a split second) that were recorded as mental-image pictures. They acted like hidden, hypnotic commands on the person and were why people went crazy, became criminals, or turned into invalids when there was nothing physically wrong.

Because the mental recordings were made while the person was unconscious, Hubbard explained, the person could not recall them. Thus, no one knew of their existence. However, Hubbard had found a means of recalling them safely and releasing a person from them. Drugs, hypnosis, electric shock, or other psychiatric methods were not to be employed, he warned. These techniques merely implanted commands, but, he said, the method he had designed could handle them.

He called the method "Dianetics" (*dia*, "through"; *nous*, the mind, or in the Greek, "soul." Thus "Dianetics" was "what the soul does to the body").

The first announcement of Dianetics appeared in the 1950 Winter-Spring issue of the magazine of the prestigious Explorer's Club. (Hubbard has been a member since 1938.) Titled "Terra Incognita: The Mind," the article was his first published account of the new philosophy. On May 9, 1950, his book *Dianetics: The Modern Science of Mental Health* exploded across the country as a national best-seller, with Hubbard boldly announcing that he had found a means of unlocking the human potential by locating and neutralizing heretofore unknown "hidden commands" in people.

Unbeknownst to Hubbard, he was about to cross swords with a top-secret government program designed to intentionally implant "hidden commands" in people.

The Central Intelligence Agency's "mind-control" program officially began in 1947 but the world at large would not learn about it until 1975. A Freedom of Information Act request by John Marks, co-

author of *The CIA and the Cult of Intelligence*, tapped the agency's program, known by the code name "MKULTRA" (pronounced "em-kay-ultra"). The program was a chilling enactment of George Orwell's 1984 world of Big Brother. Utilizing drugs, hypnosis, radiation, and a host of electronics, MKULTRA sought "to devise operational techniques to disturb the memory, to discredit people through aberrant behavior, to alter sex patterns, to elicit information and . . . to program individuals to carry out any mission of espionage or assassination, even against their will . . . even against such fundamental laws of nature as self-preservation." The early stages of the program were intended to test means of producing or blocking interrogation, or anti-interrogation, methods.

Hubbard, meanwhile, was enjoying the success of his *Dianetics* book. People were responding enthusiastically and offering opportunities for further research into the subject at the new Dianetic Research Foundation. Thus, it was only a matter of time before victims of the government mind-control program walked in the front door.

When they did, it didn't take Hubbard long to realize that he was not dealing with ordinary human problems in these people. He had been researching the basic problems of life and existence. He never expected to stumble across a top-secret military-intelligence program.

Hubbard did not have a name for this phenomenon. ("Brainwashing" had yet to become a popular term and "mind control" was years away.) So he called it by the techniques that were used on its victims: "pain-drug hypnosis" (PDH).

Dianetics foundations, Hubbard said, found PDH "so appallingly destructive to the personality that a wider investigation was undertaken to discover just how many people one could find within easy reach who had been given pain-drug hypnosis."

Hubbard's research. In August 1951, with the publication of his next book, *Science of Survival*, twenty-four years before John Marks's discovery.

"There is another form of hypnotism which has been a carefully guarded secret of certain military and intelligence organizations," Hubbard announced. "It is a vicious war weapon and may be of considerably more use in conquering a society than the atom bomb. This is no exaggeration. The extensiveness of the use of this form of hypnotism in espionage work is so wide today that it is long past the time when people should have become alarmed about it."

Countering a popular myth of the time that a hypnotized person could not be made to do anything that they would not do while awake, Hubbard said that the difference between PDH and hypnotism was that the latter at least begins with the person's consent. PDH, however, can override the person's consent and completely wipe out not only the victim's memory but his moral code. "It has been discovered that a drugged individual when beaten and given orders would almost invariably obey these orders regardless of the degree to which they flouted his moral tone or his position or his best interest in life," Hubbard wrote.

Hubbard's account continued with a scenario that must have sent a chill through the secret back rooms of the CIA,

while the mind control programs were monitored. "Before Dianetics," Hubbard wrote in *Science of Survival*, "the widespread use of this practice was unsuspected, simply because there was no means by which one could even detect the existence of pain-drug-hypnosis. An individual might be given pain-drug-hypnosis on Tuesday night and wake up Wednesday morning without knowledge of the fact that he had been slugged when he stepped out of his car, given an injection, painfully beaten but not so as to leave any marks, and put quietly into his own bed. This individual does not know that anything has happened to him, nor will he suspect it even when he is confronted with the fact that his conduct is extremely changed along certain lines. This individual, if the criminal operator desired it, would actually obey the commands to the point of striking up a friendship with some person the operator indicated, thereafter conducting his business along lines suggested by this 'friend.'"

PDH, Hubbard concluded, "can be done without the knowledge of the individual and can command him to do things which are not only counter to his own survival but highly immoral or destructive."

CIA records allegedly do not exist to describe the reaction at the agency's headquarters to Hubbard's *Science of Survival* when it arrived with a detailed account of how their top-secret program operated, but MKULTRA documents obtained via

John Marks's request twenty-four years later do show that there was some fast re-organization. The program's then-code name was changed from BLUEBIRD to ARTICHOKE (it later became MKULTRA, the name it was finally known by) and moved from the CIA's Office of Scientific Investigation, which had given birth to the project in 1947, to the Office of Security. While these changes were not publicly visible, there were some reactions everyone could see.

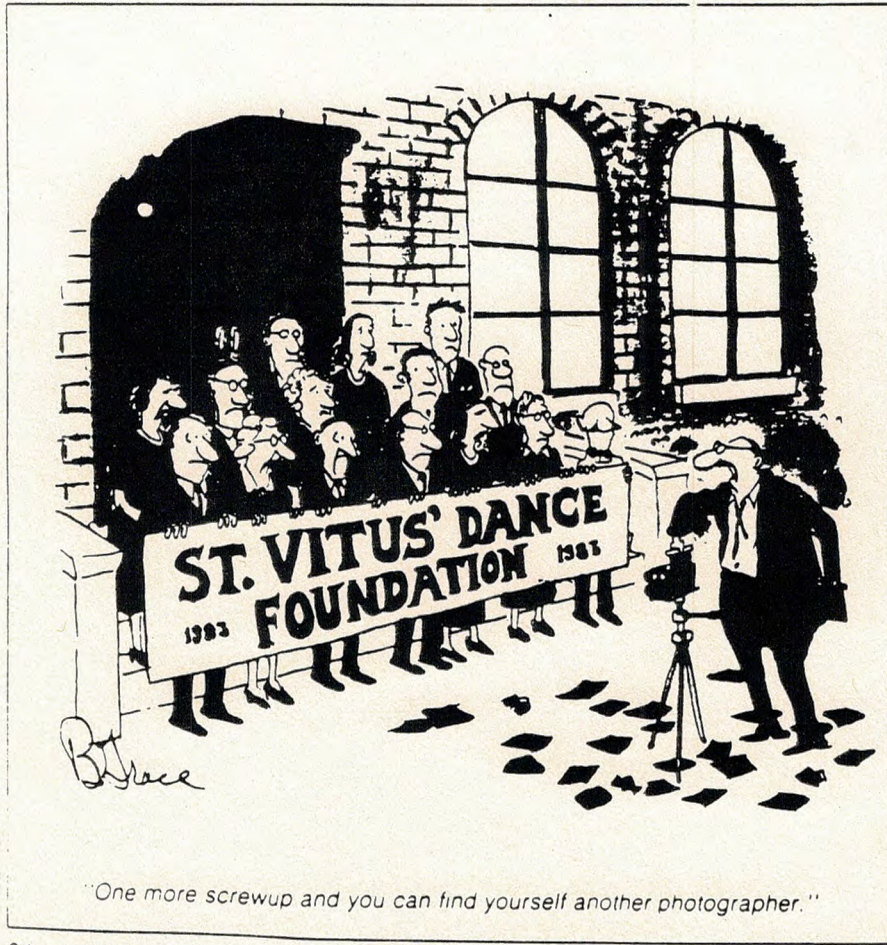
As Hubbard would describe it years later, "All hell broke loose."

While Hubbard and those working with him expected some resistance from the psychiatric establishment, they were not ready for the assault that suddenly and inexplicably began. Foundations researching the promise of Dianetics came under investigation. Internal Revenue Service units swept in to audit books around the clock. Dianetics groups were started by total strangers and then thrown mysteriously into bankruptcy. From New Jersey to Kansas City to Los Angeles, Hubbard was the target of a barrage of lawsuits, including one attempting to capture his estate and the copyrights to all of his works, a tactic that would be employed again thirty years later, with similar failure. With thousands of Americans leaving the futility of psychoanalysis, the American Psychiatric Association (APA) joined with the American Medical Association to condemn Dianetics as "dangerous" and call Hubbard a "fraud" (while CIA funds were secretly supporting further APA-sanctioned experiments). The Federal Bureau of Investigation joined in the fray with allegations that Hubbard's groups contained "Communists" (during the height of the McCarthy era and despite Hubbard's long-term public anti-Communist position in his writings and lectures).

The media avidly reported every allegation made against Hubbard and the "controversy" that was suddenly swirling around Dianetics. Instead of reporting or investigating Hubbard's warning that a new "vicious war weapon" was being created and aimed at the American public, journalists tried to paint Hubbard as "crazy" and someone to be completely distrusted and disbelieved—no matter what he said. On top of it all, Hubbard was reported as "missing" by the media.

However, Hubbard was not missing then, any more than he has ever been. He had moved to Phoenix, Ariz., and was busy responding in the way he knew best—by writing. While the public continued to support his ideas and the government-media blitz rolled on, Hubbard would "write, write, and write some more." This time it was about the philosophy he had been seeking a decade before. Now, his research and writing led him beyond the domain of the human condition and Dianetics.

Hubbard needed a new word for his latest development and called it "Scientology," from the words "scios" (to know)



"One more screwup and you can find yourself another photographer."

of "knowing how to know," or "the study and the handling of the spirit in relationship to itself, universes and other lives." (Thus Dianetics was a "materialistic viewpoint" of the problem.)

Man is, Hubbard said, more than a mind with mental-image pictures and a body. He is a spiritual entity with potentials greater than anyone has ever imagined. Hubbard revealed his discoveries in a series of lectures beginning in Phoenix in the summer of 1952.

The evolution of Hubbard's research into the spirit forced a discussion about the nature and direction of Scientology. If Dianetics in dealing with the nature of the mind was a "mental science" (it was certainly not "psychology"), then Scientology, in dealing with man as a spiritual entity, was, without doubt, a religion. Although the Arizona group (the Hubbard Association of Scientologists International) was already a religious fellowship when DeWolf arrived, in the summer of 1952, a proposal was put to Hubbard to form a church. Hubbard conceded and the Church of Scientology was formed in 1954 in—of all places—Washington, D.C., across the Potomac from the CIA's mind-control headquarters. (Contrary to some misconceptions, it was author George Orwell who said a person could make money with a new religion. See his *Collected Essays*, Volume 1, page 304, where he writes, on February 16, 1938, "But I have always thought there might be a lot of cash in starting a new religion...")

Hubbard did not give up his concern about PDH with the 1951 publication of *Science of Survival*. In 1955, he emphatically warned all Scientologists that psychiatry had "armed itself with several new drugs" including something known as "LSD." The drug, Hubbard said, "has the total goal of driving persons insane." He said that LSD-PDH cases were being sent into their congregations to go crazy "just long enough to convince people" that Scientology was dangerous. All such instances were to be reported to the authorities, he said.

While Hubbard had to wait twenty-four years for others to find out that there had, indeed, been the PDH-mind-control program that he had revealed in 1951, it did not stop him from attacking what he viewed as the heart of any future mind-control program, as well as the ruin of the country itself—drugs, including alcohol.

Hubbard saw the effects of drugs and alcohol on his men in the navy and on his first family. He watched men in hospitals succumbing faster to a drug than to the disease or injury it was intended to treat. He had lost friends to the deadly chemicals and had resolved that he would defeat that problem if he defeated no others. There were simply too many lives being wasted, too many families being destroyed, and too many countries giving up on finding a workable approach.

Hubbard's methods were widely recognized for their effectiveness in combating the drug problem facing every community. From street gang to church, from prisons to private homes, Hubbard's methods of freeing an individual from the effects of poisonous and addictive drugs are in daily use and are growing in popularity and application. Individuals, groups, and cities have commended Hubbard for his innovative discoveries and contributions to the field (as well as to other humanitarian efforts such as criminal rehabilitation, education, and the dignity of the elderly).

From Sacramento, Calif., to Milano, Italy, to Gratis, Ohio (where he took local townspeople flying while barnstorming there, in 1931), Hubbard has been remembered and acknowledged. Hundreds of proclamations and citations have been given to him from around the world for his work and interest in people. Days of the week and months of the year have been proclaimed in his honor. Scores of cities have made him an honorary citizen.

In turn, Hubbard has continued to attack the drug-abuse problem. His theory that drug "flashbacks" stem from chemical residuals released from storage in the body's fat cells is being medically substantiated in independent studies.

Even victims of Agent Orange, the poisonous defoliant used in the Vietnam War, are responding favorably to what is now known as the Hubbard Method of Detoxification (commonly known as a "purification" process). One typical case involved a veteran poisoned with the defoliant in Vietnam and suffering from open sores and other seemingly irreversible conditions. He and his wife had suffered through several miscarriages while trying to start a family after his overseas tour and were about to give up due to the continual danger to both mother and child. But after undergoing and completing the medically supervised "purification" regimen, the sores and other maladies disappeared. Their first child followed, in perfect health.

Lucille Surber, of Minneapolis, Minn., has a different story. At seventy-two years of age, she is a licensed civil-air-observers pilot (and reportedly the oldest) thanks, she says, to Hubbard's methods. Crippled to the point that she could not move, she was able to recover sufficiently to literally "fly" through life.

The list of people who credit Hubbard's methods range from the famous (TV sportscaster and former San Francisco Forty-niners quarterback John Brodie, jazz greats Stanley Clarke and Chick Corea, award-winning designer Angelo Donghia, David Fuller, choreographer for the musical *Evita*, and others) to the anonymous—those of us who make up the world.

Hubbard has responded as he always has—he writes. He is also an accomplished photographer, musician, composer, mariner, cinematographer, philanthropist, explorer, and pilot and a friend to

Fon DeWolf, on the other hand, who had pled bankruptcy three times, hoped for millions and ended up with a court-costs bill. Meanwhile, he had to admit in sworn depositions:

- That he had been motivated by money to file the petition to capture his father's estate (the original petition said he was seeking to "protect" it).

- That he was operating on the advice of a personal-injury attorney, Michael J. Flynn, of Boston, who wrote the petition and designed the allegations because DeWolf, having no personal knowledge of Hubbard or Scientology beyond 1959, was in no position to act on his own.

Meanwhile, he also had to admit that it was he, not Hubbard, who had been giving hallucinogens to kids. He had given drugs to his teenage children.

The attempt to grab Hubbard's estate did not work well for either DeWolf or Flynn. Flynn was disqualified from acting as DeWolf's counsel in the proceeding because of an obvious conflict of interest. Flynn, operating on a split-fee agreement with his clients, has sought to extract large sums of money from the church with the filing of a series of "carbon copy" suits that prompt bad publicity for Scientology. Meanwhile, he was initiating DeWolf's court action to "protect" Hubbard's estate. The conflict was heightened by Flynn's claiming Hubbard and Scientology was a "fraud" in some court actions and arguing that Hubbard's works were of "inestimable" value elsewhere.

As the DeWolf-Flynn tandem was unable to substantiate any of their allegations, the judge threw the case out of the court. Subsequently, the court found Flynn in contempt. To add insult to injury, the court ordered DeWolf to pay costs. To a \$500-a-month-apartment-house manager and an unpaid attorney, it was an expensive plan.

In the end, it is the oft-repeated story of the child who cannot live in the shadow of a famous and successful parent coupled with a money-motivated (according to statements from his firm to this writer) attorney.

L. Ron Hubbard, meanwhile, continues to be a best-selling author, more popular than ever and his life more colorful than ever.

With apologies to the *Baltimore Evening Sun*, perhaps their review of *Battlefield Earth* should have read, "Think of the 'Star Wars' sagas, and 'Raiders of the Lost Ark,' mix in the triumph of 'Rocky I,' 'Rocky II' and 'Rocky III' and you have captured the exuberance, style and glory of . . ." L. Ron Hubbard's life.—*The Reverend Heber Jentsch, President, Church of Scientology, International.*

Note: You may write to the Office of the President, Church of Scientology, International, 4751 Fountain Avenue, Hollywood, Calif. 90029, for any documents in support of the above information. ☐

STATE OF CALIFORNIA, COUNTY OF

in the

to above entitled action or proceeding; I have read the foregoing

know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which therein stated upon my information or belief, and as to those matters I believe it to be true.

where, under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

dated on _____ at _____ California

(date)

(place)

(Signature)

PROOF OF SERVICE BY MAIL (1013a, 2015.5 C. C. P.)

STATE OF CALIFORNIA, COUNTY OF

I am a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is:

P.O. BOX 511, Pacific Palisades, Ca. 90272

January 25, 1989, I served the within Not. of Mot. for an Ord. that Plaintiffs return to the court and/or make avail. for inspecting and copying all exhs. and other doc's and removed from herein file, and ord. to allow copy'g & insp. Parties -action of exh's 500-5K, (cont

of action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the

United States mail at _____ as follows:

* (cont. from above)
500-5L, 500-50, 500-5P, 500-60;
Sanctions against Plaintiffs and their counsel.

see attached list.

on 1/26/89 at _____ California

(date)

(place)

ATTACHED PROOF OF SERVICE

1
2
3 Ms. Toby Plevin
4 Sayre, Moreno, Purcell & Boucher
5 10866 Wilshire Boulevard
6 Fourth Floor
7 Los Angeles CA 90024

8
9 Mr. Kendrick L. Moxon
10 Mr. Timothy Bowles
11 6255 Sunset Boulevard
12 Suite 2000
13 Hollywood CA 90028

14
15 Mr. Michael Flynn
16 Flynn & Sheridan
17 26th Floor
18 1 Boston Place
19 Boston MA 02108

20
21 Mr. Eric Lieberman
22 Rabinowitz, Boudin, et al
23 740 Broadway at Astor Place
24 New York New York 10003
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28